



REQUEST FOR SUPPLY ARRANGEMENT

FOR

Desktops, Laptops, Monitors, COTS Software,
Peripherals and Accessories

Date Issued: May 1, 2017

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Originating Department: Information
Technology

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Canada



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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

This section provides general information about Canada Mortgage and Housing Corporation (CMHC) and in particular about this Request For Supply Arrangement (“RFSA”).

The RFSA is the first stage of a two (2) stage procurement process. Within this Stage 1, the procurement framework for any subsequent contracts will be detailed and offerors will be evaluated against mandatory criteria and Supply Arrangements (SAs) will be issued to those offerors who substantially comply with the mandatory criteria and have meet or exceeded all scores. At Stage 2, RFP’s or RFQ’s may be sent out to all vendors retained on the RFSA, if and when required, contracts may be awarded as requirements become known, based on the framework and process defined herein.

1.2 Introduction and Scope

CMHC wishes to enter into Supply Arrangements (“SAs”) with a selection of approximately five (5) vendors (hereinafter referred to as “Offerors”) for the purpose of procuring and supplying to CMHC various hardware, software, peripherals and accessories, including but not limited to, desktop and laptop (“computing devices”), tablets, monitors, web cameras, encrypted USB devices, dongles, security cables, adapters, printers (personal all-in-one), projectors, memory, portable USB/Bluetooth speakers, batteries (Non UPS), COTS software, laptop cases, peripherals and accessories. This RFSA identifies two (2) streams –

- Stream 1: Computing Devices and Maintenance Support Services**
- Stream 2: Computing Accessories**

Offerors may respond to one or more streams but must indicate clearly in their offers the stream(s) to which they are responding. For maintenance support services mentioned above in Stream 1, CMHC has the discretion to select only one Offerors for the entire term of this SA and more than one Offerors for Computing Devices. The duration of this Supply Arrangements will be for three (3) years (“Initial Term”) with two (2) optional one (1) year renewal(s), not to exceed a cumulative total of five (5) years. The total collective dollar value of resulting contracts from this Supply Arrangement (SA) will not exceed seven million, five hundred thousand Canadian dollars (\$7,500,000.00 CAN) inclusive of all applicable taxes, for the initial term.

More detailed specifications can be found in Section 3, “Statement of Services.”

1.3 CMHC Background

CMHC is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jean-Yves Duclos.

CMHC has more than 2,000 people located at its National Office in Ottawa, and at various Business Service Centers throughout Canada. The Business Service Areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

Offerors may visit CMHC's Web site at: <http://www.cmhc-schl.gc.ca/>

1.4 Purpose of Request for Supply Arrangement (RFSA)

CMHC will use this RFSA to retain a source list of approximately five (5) qualified Offerors, or as otherwise determined by CMHC in its sole discretion, to provide the services outlined herein on an "as-and-when requested" basis. In a RFSA process, offers and Offerors are qualified in terms of ability to satisfy the stated mandatory criteria, while also providing evidence of technical certifications and their ability to provide "Best Value" to CMHC.

For all services CMHC will seek competitive request for quotations ("RFQ") from all of the Offerors retained under the Supply Arrangement (SA) in accordance with existing CMHC Corporate Procurement policies.

The existence of these SAs does not provide the selected Offerors with any exclusive rights to the provision of services outlined herein. CMHC reserves the right to contract with other Offerors to obtain these services, if required in the sole discretion of CMHC.

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFSA process. The dates may be changed by CMHC in its sole discretion and shall not become conditions of any Supply Arrangements (SAs) which may be entered into by CMHC and the selected offerors.

Date	Activities
May 1, 2017	Request for Supply Arrangement (SA) issued.
May 15 2017	Submission for questions deadline
May 19, 2017	Offer Submission deadline.
May 23-26, 2017	Evaluation and selection of Supply Arrangement (SA) Offeror(s).
May 29 - June 1, 2017	Announcement of successful SA Offeror(s). Debriefing of unsuccessful SA Offerors as Requested.

1.6 Terms and Conditions of Offer and Any Resulting Contract

The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this offer solicitation and any resulting contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

1.7 RFSA Potential Service Providers

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various Business Service Centres throughout Canada. The Policy pertaining to the

selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by Business Access Canada as the Official CMHC Source list. All Offerors **must** be registered with **Business Access Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by **Business Access Canada** must be included with your proposal. If you are not registered, and you wish to do so, you may access **Business Access Canada** (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148. Present Suppliers not registered with Business Access Canada are required to self-register on the SI via the Business Access Canada Web site.

1.8 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Supply Arrangement Holders will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of any contract resulting from this RFSA.

Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are given equal consideration to ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.

To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

The evaluation methodology in Section 5 fully describes any environmental preferences associated with this procurement.

2 SECTION 2 INSTRUCTIONS, TERMS AND CONDITIONS FOR SUBMITTING AN OFFER IN RESPONSE TO THIS REQUEST FOR SUPPLY ARRANGEMENT (RFSA)

2.1 Overview of Section 2

The purpose of Section 2 is to inform the Offeror about CMHC's offer submission requirements pertaining to this RFSA process.

2.2 Certificate of Submission (M)

The Certificate of Submission, Appendix A, summarizes some of the mandatory requirements set out in the RFSA. All Offeror offers **Must** include a Certificate of Submission (or an accurate reproduction) signed by the Offeror.

Offerors **Must** submit a signed Certificate of Submission as part of their offer. Should an Offeror not include the signed Certificate of Submission the offeror will be notified by CMHC and given 48 hours in which to meet this requirement.

2.3 Delivery Instructions and Deadline (M)

Timely and correct delivery of offers to the exact specified offer delivery address is the sole responsibility of the Offeror. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror. CMHC will not assume or have transferred to it those responsibilities. Offers may be submitted in English or in French.

Delivery Instructions and Deadline (by E-BID)**

Timely and correct delivery of offers to the exact specified proposal delivery address is the sole responsibility of the Offeror. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror. CMHC will not assume or have transferred to it those responsibilities. All registered times will be in accordance with the time CMHC computer servers **receive** the offer, not the time the offer was sent by the offerors.*

*** Please be advised that E-BID has a size limitation 10 MB. It is advisable and recommended that Offerors submit their proposal in multiple smaller files.**

It is recommended that the Offeror send an e-mail as soon as possible after the E-BID offer has been sent, notifying the contact person named in Section 2.4 Inquiries, that an offer has been submitted to E-BID, including the company name and e-mail address, with the date and time the offer was sent.

Upon receipt of offers, an automated confirmation will be issued to the sender's e-mail address. It is strongly recommended that Offerors follow up with the inquiries person named in Section 2.4 should they not receive said confirmation within thirty (30) minutes of submission.

*** Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Offerors should ensure that sufficient delivery time is allowed for offers to be received.**

Address for Delivery

Offers, including all supporting documentation, are to be sent electronically to the following e-mail address:

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: RFSA, file # 201700977

Format

Offers may be submitted in MS Word or Adobe Acrobat PDF in English or in French.

NOTE: In certain email programs the “Send” format may need to be specified as either “HTML” or “Plain Text”. Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC.

Offer Opening and Verification Period

All EBID offers received on or before the closing date and time specified in this RFP, will be opened for evaluation purposes and verified by CMHC. If at that time, CMHC is unable to open an offer, the offeror will be so advised and provided an opportunity to resubmit an openable version within two (2) hours from notification.

Offer Submission Deadline (M)

Your offer must be **received** at the exact location as specified above on or before the submission deadline set as:

2:00 p.m. local Ottawa time, on May 19, 2017

Offers arriving late will be automatically rejected, and the sender will be so notified by e-mail.

2.4 Inquiries

All questions regarding this RFSA must be sent by e-mail or facsimile to the following:

Jennifer Coté
Procurement Advisor
613-748-5680
jecote@cmhc-schl.gc.ca

Information given verbally by any person within CMHC shall not be binding upon CMHC. Offerors must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFSA. CMHC cannot guarantee a reply to inquiries received less than five (5) days prior to the closing date.

All written questions submitted, which in the sole opinion of CMHC affect all offerors, will be answered by CMHC in writing and distributed to all Offerors by facsimile, e-mail or GETS. All

identification related to the inquiry will be removed in the response. Any questions of a proprietary nature must be clearly marked. CMHC will determine, at its sole discretion, whether it will respond to the question.

In the event that it becomes necessary to revise any part of the RFSA as a result of any inquiry or for any other reason, an addendum to this RFSA will be provided to each Offeror to whom CMHC has issued this RFSA by facsimile, e-mail or GETS.

2.5 Communication

During offer evaluations, CMHC reserves the right to contact or meet with any individual Offeror in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. An Offeror will not be allowed to add, change or delete any information during this process. CMHC is in no way obliged to meet with any or all Offerors for this purpose.

Offeror Contact (M)

The Offeror shall provide a primary contact person in their proposal to act as the lead for CMHC during the evaluation period. A secondary contact should also be provided for backup purposes.

2.6 Offering Period (M)

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the Offeror for a period of ninety (**90**) **Days** following the closing date.

2.7 Changes to Offer

Changes to the submitted offer can be made, if required, provided they are received as an addendum to, or clarification of, a previously submitted offer, or as a complete new offer to cancel and supersede the earlier offer. The addendum, clarification, or new offer must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked "**REVISION**" and received no later than the submission deadline. In addition, the revised offer must include a description of the degree to which the contents are in substitution for the earlier offer.

2.8 Liability for Errors

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFSA, the information contained in this RFSA is supplied solely as a guideline for Offerors. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFSA is intended to relieve offerors from forming their own opinions and conclusions in respect of the matters addressed in this RFSA.

2.9 Verification of Offeror's Offer (M)

The Offeror authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the Offeror's offer.

2.10 Ownership of Offers (M)

All responses and related materials become the property of CMHC and will not be returned. CMHC will not reimburse the offeror for any work related to, or materials supplied in the preparation of the RFSA response.

All information regarding the terms and conditions, financial and/or technical aspects of the Offeror's offer, which, in their opinion, are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**" at **each item** or at the **top of each page**. Offerors' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, Offerors are advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation.

2.11 Proprietary Information (M)

Information contained in this RFSA is to be considered "Proprietary Information" and the Offeror is not to disclose this information to any party other than the Offeror's employees or agents participating in the response to this RFSA.

2.12 Corporation Identification (M)

The Offeror agrees not to make any use whatsoever of CMHC's name, logo or initials including public advertisement, without the express written consent of CMHC.

2.13 Declaration re: Gratuities (M)

In submitting its offer, the Offeror certifies that no representative for the Offeror has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract.

2.14 Conflict of Interest (M)

- (a) The Supply Arrangement (SA) Holder and its principals, employees and agents shall avoid any conflict of interest during the term of this Supply Arrangement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) The SA Holder must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the SA Holder's duties to that third party and the SA Holder's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Supply Arrangement and any outstanding contracts resulting from the SA. All portions of the Services which have been completed at the date of termination of any contract resulting from the SA shall be

forwarded to CMHC and CMHC shall be liable for payment to the SA Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the SA Holder's obligations under the contract. Upon such payment, CMHC shall have no further obligation of any nature or kind to the SA Holder.

Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this Supply Arrangement.

2.15 Declaration re: Bid Rigging and Collusion (M)

In submitting its offer, the Offeror certifies that:

- (a) prices as submitted in its offer have been arrived at independently from those of any other Offeror;
- (b) the prices as submitted have not been knowingly disclosed by the Offeror, and will not knowingly be disclosed by the Offeror prior to the award of a Supply Arrangement, directly or indirectly, to any other Offeror or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, an offer, for the purpose of restricting competition.

2.16 Intellectual Property Rights

All information and materials produced under any contracts resulting from this Supply Arrangement shall be the exclusive property of the Offeror and the Offeror shall have copyright therein. Without restricting the scope of any license or other right that CMHC may otherwise hold, the Offeror hereby grants to CMHC an exclusive, perpetual, irrevocable, fully-paid and royalty-free right and license to use all or part of the information and materials produced under any contracts resulting from this Supply Arrangement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The license so granted shall survive the termination of the Supply Arrangement.

2.17 Non-Disclosure of CMHC Information (M)

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfill the requirements of the Supply Arrangement, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Supply Arrangement (SA) Holder, reseller, agent or any other person engaged to perform the Services under the Supply Arrangement.

The SA Holder acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control of all times. The SA Holder further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The SA Holder shall restrict access to CMHC Information to those persons who have a need to know this

information in order to perform the Services under any contract awarded as a result of the Supply Arrangement.

If Information to remain in Canada

The SA Holder shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the SA Holder shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the SA Holder or subcontractors without the prior written consent of CMHC.

2.18 Offeror's Procurement Business Number (PBN) (M)

As a potential supplier to CMHC, an important feature is the Procurement Business Number (PBN) created using the Canada Revenue Agency Business Number to uniquely identify a company and its branches, division, or offices, where appropriate.

All Canadian companies MUST have a PBN prior to the award of any Supply Arrangement as a result of this RFSA. Non-Canadian companies are strongly encouraged to obtain a PBN.

Companies may register for a PBN in the Supplier Registration Information (SRI) Service on line at the Business Access Canada Internet site at: (<https://buyandsell.gc.ca/>) In order for companies to be sourced by CMHC, they must complete the registration process and activate their account in the SRI service.

For non-Internet registration, please contact the Business Access Canada InfoLine at 1-800-811-1148, to obtain the telephone number of the Supplier Registration Agent nearest you.

2.19 Costs Associated with the Preparation of Offers (M)

No payment shall be made for costs incurred in the preparation or submission of an offer in response to this RFSA for any reason whatsoever, including cancellation of this pre-qualification instrument at any time by CMHC, in its sole discretion.

No payment shall be made for costs incurred before receipt of a signed Contract under any resultant SA.

3 SECTION 3 - STATEMENT OF SERVICES TO BE COVERED UNDER THIS SUPPLY ARRANGEMENT (SA)

3.1 Overview of Section 3

This section of the RFSA is intended to provide Offerors with the information necessary to develop a qualifying offer. The Statement of Services is a complete description of the services that may be required under this SA, although CMHC, in its sole determination, may amend this Statement of Services prior to the submission deadline.

3.2 Mandatory, Information and Rated Requirements

Throughout this RFSA, requirements are identified as Mandatory (**M**), Information (**I**) or Rated (**R**). It is the obligation of the Offeror to ensure that all requirements identified as (**M**), (**I**) or (**R**) throughout this entire RFSA are responded to accordingly.

A Mandatory requirement (**M**) is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as having substantial compliance as assessed by CMHC in its sole and absolute discretion. Offerors must supply a response of “compliant” or “non-compliant” for each Mandatory requirement in this RFSA and must also substantiate compliance with a statement or reference to attached documentation.

An example of a compliant response to a mandatory requirement is as follows:

Requirement	Response	Response Details
Section	Compliant	Refer to attached technical reference on page 46.

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any Mandatory (**M**) requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right, in its sole discretion, to waive any Mandatory (**M**) requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Offeror(s).

Items identified as Rated (**R**) have a degree of importance to CMHC and will be assigned a score from 0 to 10 based on the information provided in the Offeror’s response.

Items identified as Information (**I**) are for information purposes only and do not require a response. The final RFSA may or may have any Information (**I**) items.

3.3 Mandatory Contract Terms and Conditions

The terms, conditions or sections of the draft contract in Section 6.3 that are labelled Mandatory (**M**) must be accepted by the Offeror without alteration.

3.4 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFSA.

3.5 Statement of work (SOW) (R) ALL STREAMS TO ITEM #3.9

CMHC wishes to select certain Offerors to work with CMHC over the next three (3) years with two (2) optional one (1) year extensions at the sole discretion of CMHC. The winning Offeror(s), if any, will provide certain products and services and CMHC will rely on these Offerors to provide such products, bilingual services and advice as follows:

Points Available: 1 to 10
Weight: 20 EA

Procure and supply to CMHC various hardware, peripherals and accessories, including but not limited to:

Stream #1 – Computing Devices

- laptop computers;
- desktop computers;
- tablets;
- monitors;
- printers (personal all-in-one)
- Warranty Services 2nd / 3rd year;
- Maintenance and support services

Stream #2 – Computing Accessories

- encrypted USB devices;
- web cameras;
- projectors;
- dongles;
- security cables;
- adapters;
- memory;
- portable USB/Bluetooth speakers;
- batteries (Non UPS);
- certain small quantities of COTS software licenses and maintenance services
- laptop, tablet and cellular phone cases;

The Offeror shall describe for Stream #1:

- List of products that you can supply, including a list of top five manufacturer brands for computing device, monitors, tablets, printer models they can offer;
- Offeror must list the highest technical certification for any of the top five manufacturer brands listed for computing device, monitors, tablets, printer;
- Explain how the warranty service process is handled at each CMHC location or, when applicable, a fully described RMA process at the Offerors service depot location(s).

- Define the SLAs that Offeror provides on warranty products to each CMHC location and turnaround times for completing an RMA request;
- Ability to respond to Request for Quote (“RFQ”) within two (2) business days of electronic receipt.
- List of products that can be serviced, including a list of top five manufacturer brands for computing device, monitors, tablets, printer models they can offer;
- Describe available extended warranty for computing devices (additional warranty price for 2nd, 3rd year as an example);
- Describe performance SLAs that Offeror will offer on maintenance response to CMHC major locations (see Appendix “D”) and turnaround times for completing an RMA request;
- Clarify if Computer Device maintenance and support services bought at different times, can be co-termed annually;
- Describe the process by which warranty service will be handled at each CMHC location or, when applicable, a fully described RMA process at the Offerors location(s);
- Provide associated corresponding highest technical service certifications that the Offeror obtains for maintenance and supports.
- Provide a list of depot service locations that carry in stock service parts for your top five manufacturer’s brands.

The Offeror shall describe for Stream #2:

- Products that you can supply, including a list of top ten manufacturer brands for computing device accessories; i.e Kingston, Targus, Logitech, SanDisk, etc.
- Delivery times and cost to major locations; see Appendix “D”.
- Offerors warehouse locations and inventory levels for brands listed;

3.6 Offeror environmental strategy (R)

The Offeror shall describe for Stream #1 and #2;

Points Available: 1 to 10
Weight: 5

CMHC is dedicated to integrating sound environmental practices into its procurement practices.

The Offeror shall describe:

- Their overall environmental strategy (such as a copy of the published environmental corporate strategy including date published), the maturity of the implementation activities of their strategy;
- The scope of integration of their environmental strategy across their supply chain and company operations as it relates to the product or service proposed;
- Provide evidence of the way and means it employs to measure performance and how it uses this information to drive the environmental strategy;
- Other evidence of the Offeror's performance and commitment to environmental performance (awards and/or recognition received from independent parties, third party assessment reports that speak to industry leadership.)

3.7 Offeror's background information (R)

The Offeror shall describe for Stream #1 and #2;

Points Available: 1 to 10

Weight: 5

The Offeror should provide:

- The correct legal name of the proposing entity;
- The principal business and corporate directions of the proposing entity;
- The number of years the proposing entity has been conducting business;
- The number of company employees;
- A list of the national and branch offices in Canada. List the primary office(s) that would support your provision of services, in particular, to CMHC's national office in Ottawa and regional centers in B.C, Atlantic, Ontario, Quebec and the Prairies;
- If you do not have offices in Halifax, Montreal, Toronto, Calgary and Vancouver, describe how services would be provided to these offices;
- Provide a brief profile on each of the account team members, include the length experience in years a) within the industry, and b) within your company;
- A description of the corporate organization of the proposing entity, including all major sub-contractors; and,
- A list of any contracts terminated for cause or not renewed within the past two (2) years.

The following sections outline those capabilities and experiences that will form the basis for the evaluation of Offerors and their proposals. Offerors are required to provide detailed responses to each of the following sections. The format for responses is at the discretion of the Offeror.

3.8 Corporate capability (R)

The Offeror shall describe for Stream #1 and #2;

Points Available: 1 to 10

Weight: 10

A corporate capability description should be submitted detailing the Offeror's fields of expertise with particular emphasis on those relevant to this CMHC RFSA content. The proposing company

should submit relevant information regarding their capability and experience that clearly identifies the proposing entity as a suitable Offeror for CMHC. The Offeror profile (including all major sub-contractors) should cover the following:

- Define the expertise and experience using methodologies which the Offeror has found are necessary to complete a project similar to this CMHC RFSA content.
 - Explain how you meet deadlines and provide quality assurance.
 - Describe how you manage teamed organizations.
 - Detail how you respond to unforeseen difficulties or escalations.
 - Describe how you will work with CMHC to understand their requirements and devise solutions in a collaborative approach.
 - Explain how your past experience would be applied to this CMHC project.
 - Any other relevant information.

3.9 Project References (R)

The Offeror shall describe for Stream #1 and #2;

Points Available: 1 to 10
Weight: 20

Relevant information must be submitted to clearly identify the proposing entity's capability, skill set, experience and suitability in order to successfully manage a project by referencing in their response, projects they have delivered to other clients which encompass a similar size, scope and locations to CMHC.

Offeror should provide three (3) references of projects completed in the last three (3) years in which the Offeror has acted as prime contractor. Referenced accounts will be evaluated in terms of their degree of success;

At least one (1) reference project should directly relate to a “Financial Institution” which is proposed to support this initiative. For each reference, the proposal shall include as a minimum:

1. Name of client organization;
2. Name, title, address, telephone & fax number, and email address (if available) of client contact;
3. Client objectives of the referenced project;
4. Scope and complexity of the project;
5. Provision of quality products and timely service to the clients with distributed locations across Canada, similar to those of CMHC;
6. Project duration and major milestones; and,
7. Whether the Offeror managed a consortium or sub-contractors.

Any reference that cannot be contacted by the evaluation team will not be evaluated.

3.10 Support references (R)

Points Available: 1 to 10
Weight: 20

The Offeror shall describe for Stream #1 only;

The Offeror shall provide evidence of its ability and commitment to provide ongoing maintenance support services, by referencing two (2) projects, (one (1) must be a 'Financial Institution') completed in the last five (5) years, which the Offeror was acting in the role of the prime contractor. The projects referenced above, may also be used as support references.

For each reference, the proposal shall include as a minimum:

- a) Name of client organization;
- b) Name, title, address, telephone and fax number, and email address (if available) of client contact; and,
- c) Extent and complexity of support provided to the client, such as warranty and maintenance.

Any reference that cannot be contacted by the evaluation team will not be evaluated.

3.11 Customer Support Plan (R)

The Offeror shall describe for Stream #1 and #2;

Points Available 1 to 10
Weight: 15

A detailed customer support plan should be written by the Offeror and submitted, including a description of how hardware products will be supported and maintained after the warranty period.

- a) As a minimum, the plan should detail the Offeror's approach to the following support issues:
1. Efficient receipt and handling of requests.
 2. Dispatch of customer support representatives.
 3. Customer support office locations and their corresponding coverage of CMHC office and head office location.
 4. Number of customer support representatives employed by the Offeror at each of its major locations. Skill sets available which are relevant to the CMHC project.
 5. Problem determination and resolution procedures.
 6. Escalation procedures.
 7. Parts inventory and distribution.
 8. Customer Support management procedures including reporting procedures.

b) The Offeror should describe their capability and willingness to integrate and automate the call management between the Offeror's system and CMHC's system. The Offeror should identify the required resources and skill sets from both parties to be successful.

Note: Representative(s) of the service organization will be required to participate in quarterly CMHC support/service status meetings, held at CMHC's national office in Ottawa.

3.12 Innovative or Value Added Offerings (R)

The Offeror shall describe for Stream #1 only;

**Points Available: 1 to 10
Weight: 5**

Offerors are to identify (if any) innovative or value-added no-charge offerings that may be proposed such as:

1. Warranty uplifts – i.e. Second and third year; co-terminus;
2. Evaluation units;
3. Delivery or Installation; and,
4. Other innovative or value added offerings that would benefit CMHC.

The Offeror shall respond to Item 3.12 – 3.21 for Stream #1 and #2;

3.13 Escalation Procedure (M)

The Offeror must ensure that appropriate measures are in place within its organization to react to or handle escalation calls placed by designated CMHC employees. Offeror must provide an escalation procedure and contact information with their response to this section of the RFSA.

3.14 Use of Subcontractors (M)

Should CMHC enter into an agreement with an Offeror that is using subcontractors, CMHC will consider itself to be in an agreement with the Offeror only and not its subcontractors. The Offeror will be responsible for the conduct of its subcontractors.

The lead Offeror shall provide a written guarantee of the performance of all such subcontractors. The Offeror shall undertake that, in the event of the subcontractor(s) being unable to fulfill their obligations under the contract, they shall provide replacement services satisfactory to CMHC in its sole discretion. Failure to fulfill said obligations shall constitute a material breach of contract.

Should a subcontractor become insolvent or unable to meet its obligations to the Offeror for any other reason, the Offeror shall notify CMHC immediately and shall take immediate remedial action to prevent disruption of service delivery to CMHC. If, under such circumstances or for any other reason whatsoever, the Offeror deems it necessary to engage a different subcontractor(s) to deliver all or part of the contracted services, CMHC shall, at its sole discretion, have the right to review the financial stability and delivery capabilities of the proposed subcontractor(s) and to approve or reject said subcontractor(s).

3.15 Change in Ownership of Offeror or Sub-contractor(s) (M)

In the event of a change in ownership of the Offeror or any of its sub-contractor(s), the Offeror shall notify CMHC immediately and shall meet with CMHC within five (5) working days to determine the impact, if any, on their ability to fulfill their obligations under any resulting agreement. If, in the sole opinion of CMHC, the Offeror or any of its sub-contractor(s) is (are) unable to fulfill the terms of the agreement, CMHC shall have the right to terminate the agreement without extra cost.

3.16 Equipment Delivery (M)

The selected Offeror(s), if any, is/are responsible for the safe delivery of the equipment to CMHC's premises. All transportation and shipping costs must be excluded in the price quoted. Any costs for equipment replacements or repairs resulting from damage in transit shall be borne by the Offeror.

3.17 Late Delivery (M)

The selected Offeror must guarantee that the equipment will be delivered by the date specified. The selected Offeror shall be responsible for all costs incurred by CMHC as a result of late delivery or failure of delivery. These costs, which will be set out in the resulting agreement, include but are not limited to; additional costs incurred by CMHC to have an alternate Offeror provide the equipment, the difference in the resulting new lease costs, or penalties associated with the extension of leases due to the late return of the existing equipment to be replaced.

Offeror must provide escalation procedures which would be invoked if deliveries are not made in a timely order.

3.18 Reports (M)

a) Asset report

The following information is to be provided, for all equipment obtained during the term of this agreement by the Offeror on an as requested basis: equipment model number, description, serial number, quantity ordered, and maintenance cost, warranty start, warranty end, maintenance start, maintenance end, location and date of installation for each piece of equipment.

b) Audit report

The Offeror shall keep proper and detailed records and statements relating to the pricing for the products identified. These records shall be available at all reasonable times for inspection by CMHC and its auditors.

3.19 Electrical Safety (M)

All electrical equipment supplied by the Offeror must be certified by the Canadian Standards Association in accordance with the requirements of the Canadian Electrical Code, Part 1, or approved for use by the Electrical Inspection authority of the province wherein the equipment will be used.

3.20 Shipping and Return Costs (M)

The equipment shall be delivered to CMHC by the Offeror and be ready for use within the time frame specified by CMHC. Removal costs, including return transportation costs from each CMHC office shall be endured by the Offeror during the term of the agreement. Any costs for equipment replacements or repairs resulting from damage in transit or during installation shall be endured by the Offeror. Transportation charges and any costs associated with the replacement of malfunctioning equipment shall be endured by the Offeror.

3.21 Suspension of Work and Changes in Specifications (M)

CMHC may, at any time and from time to time, order a suspension of the work in whole or in part and make modifications of, changes in or additions to the specifications, changes in methods of shipment or packing and in the place or time of delivery. All directions given by CMHC with respect to the foregoing shall be accommodated by the Offeror. If any such suspension modification, change or addition shall result in an increase or decrease in the cost of work, the price may be adjusted accordingly provided that the Offeror shall in no event be entitled to compensation for any loss of anticipated profits.

The Offeror shall respond to Item No. 3.22 – 3.30 for Stream #1 only;

3.22 Equipment Installation (M)

The Offeror selected to carry out equipment installations, as per the installation requirements detailed in Section 3.30 “Staging, software loading and installation services” of the Statement of work, must guarantee that the specified equipment detailed in any resulting contract will be installed by the scheduled date specified by CMHC in the rollout plans.

3.23 Late Installation (M)

The lead Offeror must guarantee that the equipment will be installed by the date specified. The lead Offeror shall be responsible for all costs incurred by CMHC as a result of late installation or failure of installation. These costs, which will be set out in any resulting agreement, include but are not limited to; additional costs incurred by CMHC to have an alternate Offeror install the equipment.

3.24 Image Stability/Product Lifecycle (M)

System model consistency must be available for at least 6 months. Offerors must inform CMHC of any system changes at least ninety (90) days in advance.

3.25 Product Suitability and Acceptance Testing (M)

Any and all products considered to be procured from the selected Offeror will be required to successfully complete a series of tests to determine the suitability of such products for the CMHC environment. These tests will consist of standard connectivity and functionality testing within the

CMHC technology environment. This test protocol is applicable to all new hardware being presented to CMHC during the life of the agreement.

After initial evaluation of proposals, the lead Offeror will be required to provide demonstration equipment (as detailed below) to CMHC as well as vendor support personnel who will assist CMHC in conducting product suitability testing. The lead Offeror will be given a period of five (5) working days from the notification date to prepare for product suitability testing. At the end of this period, the following mandatory requirements must be met for the lead Offeror to receive further consideration:

1. Three (3) demonstration units which conform precisely to the configuration proposed for desktop user workstations must be delivered to the project authority at CMHC.
2. Three (3) demonstration units which conform precisely to the configuration proposed for basic notebook computers must be delivered to the project authority at CMHC.
3. All demonstration units provided must be pre-built with manufacturer OEM of Windows: two in English, the other in French.
4. All demonstration systems must be fully installed with all hardware drivers and manufacturer proprietary OS software for Windows.
5. All demonstration units must be accompanied with their recovery media for Windows French and English.
6. The Offeror must ensure that the desktop, laptop, and tablets are free from any virus before turning the system over to CMHC for testing.
7. At least one (1) qualified systems engineer or other technically skilled representative of the Offeror's organization or manufacturer must be available to assist CMHC in conducting product suitability testing.
8. Tests will be conducted over a four to six (4-6) week period.
9. If any problem arises during testing of a Offeror's equipment, the Offeror will be permitted a maximum of eight (8) working hours to effect a remedy for the particular incident. The selected Offeror will be permitted a total of sixteen (16) working hours to correct remedies for *all* incidents encountered during product suitability testing. Any demonstration units which require more than eight (8) working hours to solve a single problem or more than a total of sixteen (16) hours to solve all problems may be deemed non-compliant and removed from further consideration.

The results of these tests will be used to assign a suitability rating to each product in terms of:

Functionality: Ability of the product to properly execute required software.

Compatibility: Degree to which the product is able to participate in the existing CMHC environment.

Performance: The speed and efficient use of desktop or notebook resources such as processor, memory, disk, etc.

3.28 Asset management (M)

The Offeror must complete a tracking spreadsheet with the correct information pertaining to the installation/de-installation or other means of asset tracking used by the Offeror and agreed to by CMHC, upon successful completion of any and all installation/de-installation operations.

3.29 User data transfer (M)

The successful Offeror will be required to transfer existing user data onto the new device and complete a secure deletion of the existing computing device, hard drive. The service organization may use the method they deem most appropriate in order to accomplish the data transfer. Wiping of the existing disk device must be performed in a secure, auditable fashion.

Offerors must provide a description of their proposed solution (and costing in the Financial Proposal) for each of the following services:

1. Establish a connection between the existing and replacement device(s). This process must be made available to CMHC support staff as it will be required outside of the regular project.
2. Successfully transfer an average of 2 GB of user data and program files from the existing computer onto the replacement computer. CMHC will advise Offeror of file types and target locations on the new desktop, which would include but not be limited to:
 - *.123
 - *.doc*
 - *.dot*
 - *.lwp
 - *.pdf
 - *.pot*
 - *.pp*
 - *.prz
 - *.sld*
 - *.wk?
 - *.xlam
 - *.xlam
 - *.xls*
 - *.xlt*
 - c:\Documents and Settings*\Mes Documents*.*
 - c:\Documents and Settings*\My Documents*.*
 - c:\documents and settings\all users\desktop*.*
 - c:\My Documents*.*.)
3. Perform a secure, verified erasure of the existing disk storage unit. Such operations must include writing one or more “patterns” onto each and every storage location on the unit. Confirmation of hard drive wiping will be stated on the rollout spreadsheet.

4. Perform any other operations necessary to make the equipment "ready-for-use" by the designated CMHC user

3.30 On-going requirements and product changes (M)

As products reach end of life and are no longer available, the Offeror must work with CMHC to establish the replacement unit in preparation for new product testing. Passing of the acceptance testing will establish the new standard and will complete the approval process for the new unit.

3.31 Maintenance and Services (I)

CMHC requires that the Offeror assist its team in planning and carrying out the requirements of this RFSA. CMHC places significant importance on the acquisition of quality products and the ability of the successful Offeror to provide on-site service to users at each of its locations.

The following sections describe the responsibilities which will be assigned to the service provider, and expected involvement of CMHC's team members. Responses should include an overall description of the Offeror's approach to delivering a project of this type and magnitude as well as detailed descriptions of individual services to be performed.

Some examples would be:

1. Understanding of the client's requirements;
2. Completeness of service and implementation plan offering;
3. Proven ability to complete comparable projects;
4. Experience and skill sets of personnel to be assigned to the initiative; and,
5. Backup and contingency planning with respect to equipment and personnel resources, etc.

The Offeror shall describe for Item No. 3.32 entirely, Stream #1 only;

3.32 Warranty and maintenance

3.32.1 General (M)

The Offeror warrants that any and all equipment delivered to and accepted by CMHC will be in good working order, and that the Offeror shall make any adjustment, repair or replacement to maintain the equipment in good working order during warranty period and throughout the term of the agreement and any extension thereof. The Offeror must specify all warranties and/or guarantees provided and clearly indicate any limitations, exceptions or conditions that would render void any of the warranties.

CMHC requires that a comprehensive maintenance/support plan be written by the Offeror, which covers all items to be acquired and integrated by their project team. Within this section, CMHC requires Offerors to provide descriptions and pricing for various on-site warranty/maintenance service scenarios in the attached financial cost sheet Appendix "E".

3.32.2 Warranty Services (M)

CMHC requires as a minimum, twelve (12) month warranty coverage for any new software and/or hardware equipment purchased from the successful Offeror under this RFSA. The warranty services must cover all defects in design, materials or workmanship, parts and labour costs associated with all of the proposed services for a minimum period of twelve (12) months from the date of acceptance by CMHC. All costs associated with travel, delivery, living or any other related expenses are the responsibility of the Offeror.

All replacement parts are expected to be new and have the same or superior functionality as the original part, in accordance with current levels of technology and must meet current manufacturer specifications. The Offeror guarantees that parts and technical materials required to perform the warranty services for all products delivered will be available through the warranty period. The Offeror must continue to provide warranty services for any part of any delivered product that is repaired, replaced or otherwise made as good, as part of the warranty services for the remainder of the warranty period that applied to the original product.

3.32.3 Maintenance Services (M)

The Offeror agrees to maintain each product throughout the warranty period and throughout the life of the agreement, to ensure that it continues to function according to the manufacturer's specifications. If there is a defect in any product or any part of it or it otherwise does not conform with the specifications or is otherwise not fully functional in any way, at the request of CMHC, the Offeror must repair, replace or otherwise make good the part or parts of the product that are defective or do not meet the technical specifications. As part of these maintenance services, the Offeror agrees to diagnose and resolve all problems that occur in any product. A problem is not resolved until the product is restored to a fully functional operation.

Each time that the Offeror provides maintenance services, the Offeror's service representative must prepare a maintenance service report. The Offeror must provide one copy of this report to the CMHC representative on site at the time the work is completed. The Offeror must be able to provide a copy of the maintenance service report to CMHC national office, as requested. The report must include as a minimum:

1. Date and time the maintenance service call was received,
2. Product serial number,
3. Name of the person who requested maintenance,
4. CMHC incident number
5. Maintenance service provider name
6. Time of arrival on site,
7. Time spent working on the problem,
8. Description of symptom
9. Diagnosis of problem
10. List of all parts replaced or installed,
11. Name of the CMHC contact who accepted that the work was completed to CMHC's satisfaction.

Equipment or components, whenever identified as faulty, must be replaced. All costs associated with the replacement equipment or components must be included in the annual rates for maintenance services and support in the Financial cost sheet, Appendix "E".

3.32.4 Support Services Capability (M)

As proof of the capability to deliver these services, Offerors must provide a description of service offerings available in the CMHC locations as per Appendix "D". This description shall include:

1. Service provider's office locations from which hardware and software support services will be delivered for each CMHC office and tele-work location.
2. Items of hardware and software supported from each location which correspond to CMHC requirements.
3. The Offeror's plan for maintaining sufficient spares of all models used by CMHC in order to meet the service level objectives of this RFSA.
4. Number of customers under support contracts.
5. For each of the Offeror's offices from which service is proposed, the number of certified service technicians trained on specific hardware and available to support CMHC should be provided.

Offerors must note that any and all travel, living or other expenses incurred during the performance of services shall be at the Offeror's expense.

3.32.5 Hotline Services Coverage (M)

As part of the warranty and maintenance services, the Offeror must provide CMHC with technical support through a web interface service available in English or French based on the caller's preference. It must be staffed by some qualified bilingual personnel who are able to respond to the CMHC help desk's questions and, to the extent possible, resolve help desk problems and provide advice about the product, including installation, configuration, integration and usage issues relating to the product. For all end user problems that cannot be resolved over the web, the Offeror must issue a trouble ticket for maintenance service.

As a backup, Offerors must have a 1-800 phone support service in the event that the web service is unavailable.

3.32.6 Product Replacement Service (M)

If any product fails to perform in accordance with the manufacturer's technical specifications and functional descriptions or referenced in the contract agreement and requires maintenance service three (3) or more times during a three (3) month period, the Offeror must, upon CMHC's request, replace the product at no cost with another item meeting the specifications of the failed product. The replacement must be delivered no later than ten (10) calendar days after the request is received. The Offeror must provide operating system restoration and hardware specific configuration on the replacement at no charge.

3.32.7 CMHC User Serviceable Products (M)

The Offeror must define any operations that may be performed by CMHC's technical support staff without affecting the obligation of the Offeror to provide the warranty services applicable to the individual model(s) supplied.

3.32.8 On-site warranty/maintenance for CMHC office locations (R)

Points Available: 1 to 10
Weight: 10

An On-site Warranty / Maintenance offering should be proposed for CMHC office, Points of Service Locations (listed in Appendix "D"). The services should provide maintenance coverage for:

- a) all hardware units, including tablets to be installed at these locations;
- b) all components included in each individual desktop or notebook configuration (e.g. batteries, port replicators, monitors);
- c) any desktop or laptops to be installed at an authorized CMHC user's home or other alternate location which is within 100km of a major or national office location.

Support should be proposed for CMHC Points of Service locations which delivers, as a minimum, the following service requirements:

1. the term "business hours" for the purpose of maintenance is defined as the period from 8 a.m. to 5 p.m. local time, Monday to Friday excluding federal statutory holidays for all CMHC office locations. This corresponds to the normal working hours of the majority of CMHC's employees.
2. CMHC requires costing for service and maintenance of the device and equipment for the following optional time periods Level 1, 2, 3 and 4:

Level 1 – device restoration should be within eight (8) business hours. If the device cannot be restored during the eight (8) hours, an equivalent model loaner device should be installed immediately. The loaner device would remain until such time as the faulty device is restored to full functioning capacity and installed back at the CMHC site.

Level 2- device restoration should be within twelve (12) business hours. If the device cannot be restored during the twelve (12) business hours, an equivalent model loaner device should be installed immediately. The loaner device would remain until such time as the faulty device is restored to full functioning capacity and installed back at the CMHC site.

Level 3- device restoration should be within sixteen (16) business hours. If the device cannot be restored during the sixteen (16) business hours, an equivalent model loaner device should be installed immediately. The loaner device would remain until such time as the faulty device is restored to full functioning capacity and installed back at the CMHC site.

Level 4- device restoration should be within twenty-four (24) business hours. If the device cannot be restored during the twenty-four (24) business hours, an equivalent model loaner device should be installed immediately. The loaner device would remain until such time as the faulty device is restored to full functioning capacity and installed back at the CMHC site.

Pricing for all Levels (1,2,3,4) should be submitted in the Appendix "E" showing costs with and without the Loaner equipment provision.

The Offeror's service representative should be required to contact the affected user or other individual responsible for the equipment requiring maintenance services within one (1) hour of proper notification by an authorized CMHC representative.

4 SECTION 4 OFFER REQUIREMENTS

4.1 Overview of Section 4 (M)

Offers are to be organized and submitted in accordance with the instructions in this section. Offers should be organized into the following Response Item sections.

Response #

- 4.2 Covering Letter
- 4.3 Table of Contents
- 4.4 Offeror's Qualifications
- 4.5 Response to Statement of Services
- 4.6 Financial Information
- 4.7 Pricing Scenarios

Elaborate or unnecessarily voluminous offers are not desired. Offerors are encouraged to take care in completely answering questions and offer requirements and to avoid submitting extraneous materials that do not show how the offeror is able to meet SA requirements.

Requirements for each Response Item are detailed below.

4.2 Covering Letter (M)

A covering letter on the offeror's letterhead shall be submitted and include the following:

- (a) A description of the company or joint venture/consortium.
- (b) The names of the principals.
- (c) The primary contact person with respect to this RFSA: the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available.
- (d) The locations of primary and all other offices that would be servicing any contracts issued from this RFSA.

4.3 Table of Contents (M)

The Offeror shall include a Table of Contents using the response item headings and numbering system identified in 4.1 of this section of the RFSA. The response should be paginated for easy referencing by the evaluation committee.

4.4 Offeror's Qualifications (M)

The Offeror's offer MUST include information about the Offeror's qualifications as follows:

- a) A description of the firm and service delivery specialization.
- b) Resumés for all project personnel who would be assigned to the CMHC account.
- c) References: A list of three (3) contracts of a similar size and scope which the offeror currently holds or has held over the past twenty-four (24) months. For each contract, the following information is required: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of services provided by the offeror.

4.5 Response to Statement of Services (M)

In this section, the offeror **MUST** provide detailed information relative to the specifications listed in Section 3.

4.6 Financial Information (M)

4.6.1 Credit Check (M)

Sole proprietorships and partnerships Must provide a statement contained within their offer giving written permission for CMHC to perform a credit check as required.

4.6.2 Financial Capacity (M)

CMHC reserves the right to conduct an assessment of the potential Supply Arrangement Holder(s) financial capacity. Should the offeror be selected as a Supply Arrangement Holder following the RFSA evaluation and qualification process, CMHC will request the necessary financial statements to confirm the financial capacity of the Offeror. At that time, the potential SA Holder must provide to CMHC the following information, as appropriate, upon seventy-two (72) hours of CMHC's request:

Note: Failure to comply with the Financial Information submission requirements as indicated above and within this section, will result in disqualification of the Offeror(s) at which time no further consideration will be provided to the respective offer(s).

Partnerships, Corporations, Joint Ventures and Consortiums:

CMHC requires the provision of the financial statements for the analysis of financial capacity. You must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. You must agree to provide any other financial information that CMHC may subsequently request. The auditor's report must be signed by an appropriate officer of the audit firm. In the case that your financial statements are not audited, CMHC will only accept them if they are accompanied by a signed review engagement report for each year. A complete set of financial statements consists of all the following items:

1. Auditor's Report (or Review Engagement Report),
2. Balance Sheet,
3. Income Statement,
4. Cash Flow Statement,
5. The Notes to the Financial Statements, and

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form as indicated above for sole proprietorships, partnerships or corporations. For partnerships of individuals (as opposed to partnerships of corporations), each individual must provide written permission for CMHC to perform a credit check on them as individuals.

4.7 Pricing Scenarios (M)

- a) The Offeror Must provide a pricing schedule associated with the services described in this RFSA.

The pricing schedule should include per diem rates, hourly rates and any other pre-determined rates associated with the on-site technical or delivery services described in this RFSA.

- b) The Offeror Must provide the costs for “typical” service requirements that would be contracted for the services described in this RFSA, including, but limited to extended or additional warranty fees.

All prices in the pricing scenarios are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate offers and qualify Supply Arrangement Holders. All Offerors that meet all of the mandatory criteria and meet or surpass any stated scores, may be awarded a Supply Arrangement. Receipt of a Supply Arrangement does NOT automatically mean that an Offeror will receive subsequent Contracts.

CMHC reserves the right to accept or reject any or all offers in whole or in part.

CMHC shall conduct the RFSA process in a visibly fair manner and will treat all Offerors equitably. To this end, it has established objective RFSA standards and evaluation criteria which will be applied uniformly to all Offerors. Therefore, no Offeror shall have any cause of action against CMHC arising out of a failure to award a Supply Arrangement, the failure to evaluate any offer, or the methods by which an offer is qualified.

5.2 Limitation of Damages

The Offeror, by submitting an offer, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Offeror in preparing its offer for matters relating to the Supply Arrangement in respect of the SA process, and the Offeror, by submitting an offer, waives any claim for loss of profits if no SA is made with the Offeror.

5.3 Evaluation Table

The Evaluation Table as provided in Appendix "B" lists all the criteria upon which each offer will be evaluated. The criteria are based on the requirements as provided in this RFSA.

5.4 Evaluation Methodology

Each offer will be examined to determine substantial compliance with each mandatory requirement identified in this RFSA. Offerors who respond to more than one stream will be evaluated on each stream individually. The Offerors' submissions will be evaluated and considered separately for each service Stream. An offer must substantially comply with all of the mandatory requirements in order to proceed in the evaluation process. An offer which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration for that specific service stream. An offer which meets all the mandatory requirements will be deemed substantially compliant and will proceed in the evaluation process.

Each substantially compliant offer shall be evaluated by an Evaluation Committee made up of qualified personnel. Each Committee member shall evaluate and numerically score each offer in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B".

Each compliant offer that meets the minimum score may be awarded a Supply Arrangement (SA). If a pre-determined number of Supply Arrangements (SA) are to be awarded, the Offeror with the highest score within certain categories will be named the lead Offeror, the second highest score will be named the second Offeror and so on. Each Committee member shall evaluate and

numerically score each offer in accordance with the evaluation criteria as shown in the Evaluation Tables, Appendix “B”.

5.5 Technology Security Evaluation

When applicable and at CMHC’s sole discretion, CMHC shall have the right to conduct an assessment of the contractor’s security controls and frameworks (the “**Security Measures**”), which assessments may be carried out by CMHC itself or by a third party on behalf of CMHC. Should a lead Offeror be identified, CMHC may request the following information, within an agreed upon timeframe, to permit an analysis of the contractor’s Security Measures:

1. Provide proof, to the satisfaction of CMHC of the contractor’s implementation of one of the following security control guidelines: (i) ISO 27001 (formally known as ISO/IEC 27001:2005), (ii) ITSG-33 or (iii) equivalent.;
2. Provide proof, to the satisfaction of CMHC that an enhanced Threat and Risk Assessment has been conducted on the contractor’s technology/infrastructure;
3. Provide proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the contractor’s technology/infrastructure;
4. Provide CMHC with a “Security Controls Checklist” as detailed within one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent.

The contractor will be required to document how they have met or exceeded the baseline safeguards.

The contractor may refine Security Measures as part of this process to ensure a sufficient amount of detail for their allocation of high-level design specification. CMHC will review and potentially approve any refinements implemented by the contractor as part of CMHC’s review and change disposition. Upon request from CMHC I&T Security Risk Management the lead contractor will provide assurance that security controls are being managed in accordance with an environment throughout the life of the Agreement. The contractor will be required to ensure that any additional safeguards have been implemented to address any risks residual risks identified by it or by CMHC IT Security.

5.6 Offeror Selection

Acceptance of an offer does not oblige CMHC to incorporate any or all of the accepted offers into a Supply Arrangement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at satisfactory Supply Arrangements with one (1) or more parties. CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate offer included in any Offeror’s offer.

Without changing the intent of this RFSA or the qualifying offerors’ offer, CMHC will enter into discussions with the qualifying Offerors for the purpose of finalizing Supply Arrangements. If at any time CMHC decides that any qualified offeror cannot satisfy CMHC’s requirements, CMHC may terminate negotiations, in its sole discretion.

Announcement of the successful Offerors will be made to all Offerors following the notification of the Supply Arrangement Offerors.

5.7 Financial Review

CMHC will carry out a credit check and/or a financial capacity on the lead offerors before beginning SA discussions. This is a pass/fail test. Pass means that SA discussions may begin. Fail means that the lead Offerors may not enter into SA discussions and are disqualified from further consideration. The financial review will be based on the information supplied by the offeror as per Sections 4.7.1 and 4.7.2 of this RFSA.

6. SECTION 6 TERMS AND CONDITIONS - SUPPLY ARRANGEMENT AND ANY RESULTING SA CONTRACTS FROM THIS RFSA (M)

6.1 Overview of Section 6

A Supply Arrangement (“SA”) is an agreement between a Supply Arrangement Holder (“Offeror”) and CMHC detailing the procurement process, clauses, terms and conditions and technical requirements for any resulting procurements by CMHC. CMHC reserves the right to issue RFPs or RFQs to all, up to five (5) Supply Arrangement Holders in accordance with the terms set out in this Supply Arrangement. The terms and conditions in this Supply Arrangement will be incorporated into any resulting contracts from this RFSA. CMHC reserves the right, in its sole opinion to add or remove terms and conditions during contract negotiations.

The Supply Arrangement is not in itself a contract, but rather a base document that forms part of any resulting RFPs, RFQs, and contracts. When being issued a Supply Arrangement, the Supply Arrangement Holder accepts the obligation to provide the specified services in accordance with the Supply Arrangement, under any resulting contracts that may be awarded.

The offer and all associated correspondence from the Offeror, where relevant, shall to the extent desired by CMHC form part of the final Supply Arrangement and the Offeror must accept that the final Supply Arrangement will be in a format acceptable to CMHC.

Submission of an offer constitutes acknowledgment that the Offeror has read and, unless otherwise stated in the offer, agrees to be bound by the terms and conditions in this Supply Arrangement in section 6.2 in the event that the Offeror is selected by CMHC to enter into a Supply Arrangement or a resulting contract.

For the purposes of this section the term “Supply Arrangement Holder” refers to the successful Offeror or Offerors, if any, with whom CMHC enters into a Supply Arrangement.

6.2 Supply Arrangement Terms & Conditions

The attached Supply Arrangement and Resulting Contract Terms & Conditions forms section 6.2 of this RFSA.

6.3 SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES, TERMS & CONDITIONS FOR ANY CONTRACTS AWARDED UNDER THE SA (M)

Article 1.0 - The Services

1.1 The Supply Arrangement Holder covenants and agrees to provide any requested Services as described in Section 3 - Statement of Services.

1.2 The Supply Arrangement Holder acknowledges that this SA by itself is not a Contract. For all services CMHC will seek competitive cost quotations and/or proposals from all of the Offerors retained under the Supply Arrangement (SA) in accordance with existing CMHC Corporate Procurement policies. A winning Offeror may be selected and a Contract may be issued, in accordance with the provisions of the Supply Arrangement.

Article 2.0 - Terms of the Supply Arrangement

2.1 This SA shall be for a period of three (3) years ('Initial Term') with two (2) optional renewal years, commencing in May of 2017 and ending in May of 2020. The actual term dates will be finalized at point of award(s), if any.

2.2 Notwithstanding Article 2.1 above, CMHC shall conduct an assessment of the Supply Arrangement Holder's Work performed for past assignments and based on this assessment, at no less than sixty (60) days prior to the anniversary date of signing this Supply Arrangement, CMHC will advise the Supply Arrangement Holder in writing of their willingness to extend for one (1) additional year or decision to terminate this Supply Arrangement.

2.3 The Supply Arrangement Holder shall provide services to CMHC in accordance with the terms and conditions as stated within the RFSA.

Article 3.0 - Financial

3.1 In consideration of the carrying out of the Services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B in the RFSA Response or rates submitted as part of any resulting RFP/RFQ. Notwithstanding this however, CMHC's total financial liability with any supplier under the terms and conditions of the RFSA shall not exceed seven million, five hundred thousand Canadian dollars **\$7,500,000.00 CAN inclusive of all applicable taxes** for the Initial Term of the SA. Offerors' pricing provided to CMHC in their offer, will form part of any resulting Contract and must be fixed for the term of the Supply Arrangement. Price increases may be negotiated for each successive renewal term.

3.2 The amount payable to the Contractor by CMHC pursuant to Article 3.1 is inclusive of all taxes, rates or other levies payable by the Contractor, including any goods and services tax or retail sales tax. Upon request, the Contractor shall provide CMHC with satisfactory evidence of the payment of all such taxes, rates or levies as is the case with any disbursement the Contractor has made.

GST, HST or PST, to the extent applicable, will be incorporated into all invoices and shown as a separate item on invoices. All items that are zero-rated, exempt or to which GST, HST, or PST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due pursuant to this Arrangement. The Contractor agrees to remit to the appropriate Provincial Government any amounts of PST or HST paid or due pursuant to this Arrangement.

3.3 Invoicing - The Contractor must allow thirty (30) days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Service(s) as outlined in any resulting Contract.

3.4 Audit - The Contractor shall maintain proper records and accounts during the term of the Agreement and for a period of seven (7) years following the end of the term and any renewals thereof. The Contractor agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein.

The Contractor agrees to provide the Corporation's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice, however the Corporation agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and not to break confidentiality.

3.5 All invoices, notices and requests for payment must make reference to this Supply Arrangement and resulting Contract number by quoting **CMHC file number 201700977** and be forwarded to CMHC at the following address:

**Canada Mortgage and Housing Corporation
IT Order Desk, 3rd Floor
700 Montreal Road
Ottawa, Ontario
K1A 0P7**

Email: IT_ORDER_DESK@CMHC-SCHL.GC.CA

Article 4.0 - General Terms and Conditions

4.1 Supply Arrangement Termination

Notwithstanding Articles 2.1 and 2.2 above, CMHC may terminate this Supply Arrangement and any resulting Contract for any reason with no penalty by giving thirty (30) days written notice, at any time during the Supply Arrangement period.

4.2 Supply Arrangement Administrator

CMHC has assigned a Supply Arrangement Administrator to oversee this Supply Arrangement. The Supply Arrangement Holder shall be expected to name a counterpart representative. The

Supply Arrangement Holder's representative will be responsible for providing scheduled status reports to the Supply Arrangement Administrator or a designate.

4.3 Supply Arrangement Renewal

The Supply Arrangement may be renewed within 30 days of the expiry of the Supply Arrangement, at the sole discretion of CMHC, for two (2) additional one (1) year periods, not to exceed a cumulative total of five (5) years, including the initial term of three (3) years. Upon receipt of such a request, the Supply Arrangement Holder may agree to such an extension by signing and returning the request, negotiating amendments with CMHC or withdrawing from the Supply Arrangement.

4.4 Assignment of the Supply Arrangement

The Supply Arrangement shall not be assigned in whole or in part by the Supply Arrangement Holder without the prior written consent of CMHC. It is understood and agreed that the Supply Arrangement Holder may engage other entities to assist them in providing certain of the services contemplated in this Supply Arrangement provided that the Supply Arrangement Holder shall at all times remain responsible for the provision and quality of such services in a manner which fully recognizes and respects the confidential nature of the services. The Supply Arrangement Holder undertakes to advise such entities in writing that they are independent contractors, and are not employees or agents of the Corporation. No assignment of this Supply Arrangement shall relieve the Supply Arrangement Holder from any obligation under this Supply Arrangement or impose any liability upon CMHC.

4.5 Offeror Consent for CMHC Third Party as Agent

The Offeror agrees that CMHC, in its sole discretion, may engage a third party to act as Agent to CMHC to assist with the management of any Supply Arrangements. CMHC will notify each Supply Arrangement Holder, if any, of the name and contact resources of this third party Agent, if any, and any subsequent changes made to the third party Agent. Offeror hereby provides explicit consent for any CMHC third party Agent to have full access to all contract documentation.

4.6 Supply Arrangement Holder's Indemnification

The Supply Arrangement Holder agrees to indemnify CMHC, its officers, employees and agents for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Supply Arrangement whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Supply Arrangement Holder.

4.7 No Limitation

No specific remedy expressed in this Supply Arrangement is to be interpreted as limiting the rights and remedies which CMHC may be entitled to under any Supply Arrangement or otherwise in law.

4.8 Termination For Default of Supply Arrangement Holder

Notwithstanding anything to the contrary in this document, CMHC may, by giving ten (10) days prior written notice to the Supply Arrangement Holder, terminate this Supply Arrangement and any resulting Contract without charge with respect to all or any part of this Supply Arrangement for any of the following reasons:

1. The Supply Arrangement Holder commits a material breach of its duties under this Supply Arrangement, unless, in the case of such breach, the Supply Arrangement Holder, within thirty (30) calendar days after receipt of written notice of such breach from CMHC, in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, (a) cures such breach and (b) indemnifies CMHC for any resulting damage or loss;
2. The Supply Arrangement Holder commits numerous breaches of its duties under this Supply Arrangement that collectively constitutes a material breach;
3. A change in control of the Supply Arrangement Holder where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Supply Arrangement Holder are acquired, by any entity, or the Supply Arrangement Holder is merged with or into another entity to form a new entity, unless the Supply Arrangement Holder demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Supply Arrangement;
4. The Supply Arrangement Holder commits fraud, gross misconduct or wilful misconduct ;
or
5. The Supply Arrangement Holder becomes bankrupt or insolvent, or a receiving order is made against the Supply Arrangement Holder, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Supply Arrangement Holder, or if the Supply Arrangement Holder takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Supply Arrangement Holder arising out of a Contract awarded from this Supply Arrangement or out of termination, payment will be made within thirty (30) days of the date of the invoice from CMHC to the Supply Arrangement Holder for the value of all finished services delivered and accepted by CMHC, such value to be determined in accordance with the rate(s) specified in the current contract.

4.9 Non-Compliance or Default by SA Holder

If the Supply Arrangement Holder fails to comply with a direction or decision of CMHC properly given relating to a Contract under the terms of the Supply Arrangement, or is in default in any other manner under a resulting Contract, CMHC may do such things and incur such costs as it deems necessary to correct the Supply Arrangement Holder's default, including without limitation the withholding of payment due or accrued due to the SA Holder for Services rendered, which moneys may be set off by the Corporation against any expenses that it may incur in remedying a default or failures as described above.

4.10 Force Majeure

In the event that the Supply Arrangement Holder is prevented from fulfilling its resulting Contractual obligations under the terms of this Supply Arrangement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Supply Arrangement Holder shall notify CMHC in writing, within the shortest period of time. The said written notice shall be sent by registered mail and shall state the factors that constitute a force majeure or an act of God. Without limiting the application of the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Supply Arrangement Holder has no reasonable control.

The Supply Arrangement Holder shall take all reasonable means to resume fulfillment of any contractual obligations. If this is not possible, CMHC may to the extent it deems necessary secure the services of any qualified supplier without compensation or obligation to the Supply Arrangement Holder.

4.11 Compliance With Laws

The Supply Arrangement Holder shall give all the notices and obtain all the licenses and permits required to perform the services. The Supply Arrangement Holder shall comply with all the laws applicable to the services or the performance of the contract.

4.12 Laws Governing Agreement

This Supply Arrangement and any subsequent contract shall be governed by and construed in accordance with the laws of Canada applicable therein. Failure by either party to assert any of its rights under the agreement shall not be construed as a waiver thereof.

4.13 Independent Contractor

The Supply Arrangement Holder shall act as an independent Contractor for the purposes of this supply arrangement. It and its employees, officers and agents are not engaged as employees of CMHC. The Supply Arrangement Holder agrees to so advise its employees, officers, and agents. Without limiting the generality of the foregoing, the Supply Arrangement Holder shall retain complete control of and accountability for its employees and agents. The Supply Arrangement Holder shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and payroll deductions required in respect of its employees. All personnel shall, at all times, and for all purposes, be solely in the employment of the Supply Arrangement Holder.

4.14 Supply Arrangement Holder's Authority

The Supply Arrangement Holder agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

4.15 Corporation Identification

It is agreed that the Supply Arrangement Holder will make no use whatsoever of CMHC's name, logo or initials without the express written consent of CMHC.

4.16 Intellectual Property Rights

The Supply Arrangement Holder warrants that the Supply Arrangement Holder is the only person who has or will have moral rights in the material created by the Supply Arrangement Holder and supplied under this Supply Arrangement and the Supply Arrangement Holder hereby waives in favour of CMHC all of the Supply Arrangement Holder's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Supply Arrangement Holder agrees to execute any document requested by CMHC acknowledging the waiver of the Supply Arrangement Holder's moral rights in the material.

4.17 House of Commons

No member of the House of Commons shall be admitted to any share or part of any Contract resulting from this Agreement or to any benefit arising therefrom.

4.18 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to offerors of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from offerors (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip.

4.19 Conflict of Interest (M)

(a) The Supply Arrangement Holder and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.

(b) The Supply Arrangement Holder must not provide any Services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Supply Arrangement Holder's duties to that third party and the Supply Arrangement Holder's duties to CMHC.

(c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Services which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Supply Arrangement Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Supply Arrangement Holder's obligations under the

Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Supply Arrangement Holder.

Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2006) in order to derive a direct benefit from any contract which may arise from this Request for Supply Arrangement.

4.20 Publication

CMHC

- (i) is under no obligation to publish all or part of the work produced or its associated materials, reports, maps and other documents;
- (ii) has the right to edit or publish the work, in part or in its entirety;
- (iii) shall be the sole judge of those parts of the work, or those materials and reports, that it considers for publication.

4.21 Approval of Services

Before advancing any amount of payment to the Supply Arrangement Holder, CMHC reserves the right to determine, in its sole and absolute discretion, whether the resulting Contract for Services has been performed to the satisfaction of CMHC. The method of approving the Services done will be in writing through electronic courier, fax or traditional mail as described in Schedule A attached herein.

In the event the Services are not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Supply Arrangement Holder's default, including, without limitation, the following:

- (a) direct Supply Arrangement Holder to redo the Contracted Services or part of the section which was not completed to CMHC's satisfaction;
- (b) withhold payment due or accrued due to the Supply Arrangement Holder for Contracted Services rendered pursuant to this Supply Arrangement;
- (c) set off any expenses incurred by CMHC in remedying the default or failures of the Supply Arrangement Holder against payment for Contracted work due or accrued due to the Supply Arrangement Holder;
- (d) terminate this Supply Arrangement and any resulting Contracts for default and /or seek indemnification from the Supply Arrangement Holder for losses suffered by CMHC as a result of such default.

4.22 Confidentiality (M)

Offers: Offers will be held in strict confidence. Notwithstanding the foregoing, Offerors are advised that as a Crown Corporation, CMHC is subject to the provisions of the Access to Information Act (“the Act”). Information submitted by Offerors or third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the Act.

Contracts: The Offeror agrees that all records and information obtained by the Offeror on behalf of CMHC will be kept confidential to the extent required by federal Access to Information and Privacy Legislation of provincial law.

1. The Offeror or its servants or agents will treat as confidential during, as well as after completion of, any subsequent contract, all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder.
2. The Offeror shall, at the request of CMHC, provide an Oath of Secrecy for each of its employees or persons engaged in carrying out the service, in a form prescribed by CMHC.
3. Any documents provided to the Offeror in performance of the service described herein shall be returned, uncopied to CMHC or destroyed by the Offeror within six (6) months of the termination of any subsequent contract. For documents not returned to CMHC, the Offeror shall provide specific proof under oath of their destruction.

4.23 Ownership

(a) Any quarterly reports or any other reports prepared exclusively for the Corporation shall remain the property of the Corporation and all copyrights thereto are the property of the Corporation and neither the Contractor nor its servants or agents shall divulge, release or publish any such documentation.

(b) Any and all other information relating to the Corporation and obtained by the Contractor during the course of execution of its duties under this Agreement shall remain the property of the Corporation and shall not be used in any way or disclosed to anyone without the prior written consent of the Corporation.

4.24 Insurance

a) The Supply Arrangement Holder will provide and maintain Commercial General Liability insurance for a limit of two-million dollars (\$2,000,000) per occurrence for bodily injury, or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest clause
- blanket contractual liability
- CMHC to be added as additional insured
- broad form completed operations (required if contractor is doing physical work, e.g. painting, welding, flooring, etc.)

- non-owned automobile
- employer's liability (or confirmation that all employees are covered by WSIB)
- contractor's liability to include operations of independent contractors (if not provided then each subcontractor must provide a Certificate of Insurance confirming that they have liability insurance as detailed in the RFSA)
- Thirty (30) days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario K1A 0P7

b) The Supply Arrangement Holder will provide and maintain Professional Liability insurance for a limit of not less than one million dollars (\$1,000,000). The policy will provide thirty (30) days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Contractors employees and Contractors contract employees (if applicable) as named insureds.

c) The Supply Arrangement Holder will provide a Certificate of Insurance at least five (5) days prior to the contract commencement date confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada. Upon receipt of the Certificate of Insurance CMHC reserves the right to request a Certified copy of the contractors policy for review.

It shall be the sole responsibility of the Supply Arrangement Holder to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. Any such additional insurance shall be provided and maintained by the Supply Arrangement Holder at its own expense.

4.25 Non-waiver

The failure of CMHC to insist on strict compliance with one or more of the terms of the Supply Arrangement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of the Supply Arrangement shall be deemed to have been waived as a result of a breach by either party of the provision, unless such waiver is in writing and signed by the other party. The written waiver by either party of any breach of any provision of the Supply Arrangement by the other party, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Supply Arrangement.

4.26 Severability

If any provision of the Supply Arrangement is held by competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Supply Arrangement and its attachments will continue in full force so long as they express the intent of the parties. If the intent of either party cannot be preserved, the Supply Arrangement shall be either renegotiated or terminated by the parties.

4.27 Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of any resulting Contracted Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of services offered and methods of delivery. All directions given by

CMHC in writing with respect to the foregoing shall be complied with by the Supply Arrangement Holder. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the services, the contract price shall be adjusted accordingly provided that the Supply Arrangement Holder shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.28 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfill the requirements of the Supply Arrangement, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Supply Arrangement Holder, reseller, agent or any other person engaged to perform the Services under the Supply Arrangement.

The Supply Arrangement Holder acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control at all times. The Supply Arrangement Holder further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Supply Arrangement Holder shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services under the Supply Arrangement.

If information to remain in Canada

The Supply Arrangement Holder shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the SA Holder shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Supply Arrangement Holder or subcontractors without the prior written consent of CMHC.

4.29 Extras

Except as otherwise provided in any resulting Contract from this SA, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by CMHC.

Article 5.0 - Supply Arrangement Administration

5.1 The SA Holder shall be notified in writing by CMHC's Supply Arrangement Administrator, of the names of CMHC representatives authorized, from time to time, to assign work and approve payments with respect to the services carried out under this Supply Arrangement.

IN WITNESS WHEREOF this Offer has been signed by the Supply Arrangement Offeror by their duly authorized signing officers. By signing, the Supply Arrangement Offeror agrees to the Terms & Conditions contained herein.

Supply Arrangement Offeror; _____

Phone: () _____

E-mail: _____

**Supply Arrangement Offeror
Authorized Officer**

Date

7. SECTION 7 APPENDICES

APPENDIX A

7.1 Certificate of Submission

_____ hereby:
Company Name Procurement Business Number (PBN)

- 1) agrees to provide Services to CMHC, as described in this Offer, on an if, as and when required basis, all in accordance with the Request for Supply Arrangement;
- 2) agrees to the terms as set out in this Offer, for the period of the Supply Arrangement (SA) as specified in this RFSA;
- 3) certifies that, at the time of submitting this Offer, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- 4) and warrants that in submitting the Offer or performing any Services awarded from a Supply Arrangement, there is no actual or perceived conflict of interest; or identifies the following conflict of interest: _____.
- 5) represents and warrants that in preparing the Offer, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFSA that was not made available to other Offerors;
- 6) certifies that this Offer was independently arrived at, without collusion;
- 7) certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a Supply Arrangement;
- 8) authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the offer;
- 9) agrees to comply with all of the section 6 MANDATORY Terms and Conditions in an unaltered form as stated for any Contract awarded as a result of this RFSA;
- 10) agrees that, in the event of acceptance of its Offer, it will enter Supply Arrangement negotiations in accordance with the RFSA, and, upon successful entry into any resulting Contract with CMHC, it will commit to providing the full scope of Services identified in any resulting Contract.
- 11) agrees that, all the materials produced under the terms of any Contract resulting from this RFSA shall be the exclusive property of CMHC, that CMHC shall have copyright therein; and will not reimburse the offeror for costs associated with the services, travel or documents produced in response to this RFSA;
- 12) agrees that it and any other persons for which it is responsible, who are to perform the Services as stated in this RFSA, at the request of CMHC will comply with security screening as deemed appropriate;
- 13) authorizes CMHC to perform a credit check and/or financial evaluation, as required.

Signed this _____ day of May, 2017 at _____, Canada.

Corporations are not required to provide a corporate seal.

Corporation/Individual:

Signature of Signing Authority

Name & Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX “B”

STREAM #1

7.2 Evaluation Table

EVALUATION CRITERIA	A	B	D
	WEIGHT	POINTS 1 to 10	SCORE AxB
<i>3.5 Statement of Work</i>	20		
<i>3.6 Offeror environmental strategy</i>	5		
<i>3.7 Offeror’s background information</i>	5		
<i>3.8 Corporate capability</i>	10		
<i>3.9 Project References</i>	20		
<i>3.10 Support References</i>	20		
<i>3.11 Customer Support Plan</i>	15		
<i>3.12 Innovative or Value Added Offerings</i>	5		
<i>3.32.8 On-site warranty/maintenance for CMHC locations</i>	10		
TR 2.1.6 System is an Intel I7 or better	5		
TR 2.3.3 System includes a CD-RW/DVD-RW	5		
TR 2.4.1 Video quality	5		
TR 2.6.1 Keyboard options, French, English or Bilingual.	5		
TR 2.6.2 NUM lock, Scroll lock and Caps lock keys light	5		
TR 2.6.5 Touch pad option	5		
TR 2.6.6 External optical mouse, USB connection	5		
TR 2.10.2 Carry Case	5		
TR 2.7.1 Integrated Gigabit 10/100/1000 Mbps Ethernet NIC card.	5		
TR 2.7.2 RJ-45 port.	5		
TR 2.7.3 Wake-on-LAN version 2.0.	5		
TR 2.7.4 Wireless 802.11 A/B/G/N with WiFi Protector Access 2 card.	5		
TR 2.7.8 Light that indicates operational status (for example, Orange/red – not connected, green – connected).	5		
TR 2.8.1 VGA/RGB (analog monitor) port	5		
TR 2.8.2 HDMI or Display Port.	5		
TR 2.8.4 Two (2) internal (USB) ports v3.0 Ports must be backward compatible.	5		
TOTALS	190	1900	

STREAM #2

7.2 Evaluation Table

EVALUATION CRITERIA	A	B	D
	WEIGHT	POINTS 1 to 10	SCORE AxB
<i>3.5 Statement of Work</i>	20		
<i>3.6 Offeror environmental strategy</i>	5		
<i>3.7 Offeror's background information</i>	5		
<i>3.8 Corporate Capability</i>	15		
<i>3.9 Project References</i>	20		
<i>3.11 Customer support plan</i>	15		
<i>3.10 Support References</i>	20		
TOTALS	100	1000	

7.3 APPENDIX "C"

FOR STREAM #1 ONLY

Technical Requirements (TR)

R = rated, M = Mandatory, I = Information

Item #	Requirement	R/M/I		
Current Equipment				
	CMHC users operate in the area of 3,000 computing devices, all of them are Intel-based, in locations across Canada (CMHC locations – see Appendix "D"). These workstations are all connected to Ethernet LANs in their individual offices which permit them to access file and print services from locally-based Windows File Servers.	I		
CMHC Requirements				
	One of the primary requirements of this initiative is to choose proponents to work with CMHC over the next 3 years. CMHC will rely on these proponents to provide computing devices, peripheral devices, desktop software, services and advice. For this initiative, CMHC is looking for proponents to supply all devices required as stated in this RFSA.	I		

TR - 1 Monitor

Item #	Requirement	R/M/I	Weight
TR 1.1.1	Must be 21", 0.27 mm (or better) dot pitch, non-glare screen, flat panel LCD TFT (Active Matrix)	M	
TR 1.1.2	Monitor must include a pedestal base.	M	
TR 1.1.3	Pedestal base must allow for tilting so that viewing angle can be modified up to 135 degrees minimum both horizontally and vertically.	M	
TR 1.1.4	Pedestal base allows for: Tilt (160° or more horizontally and/or vertically) Swivel Pivot Height adjustments	M	
TR 1.1.5	Must be Energy Star, VESA DPMS, and MPR II compliant.	M	
TR 1.1.6	Monitor Color Depth must be 24-bit	M	
TR 1.1.7	Monitor should support the following resolution at minimum: 1024x768 (XGA)	M	
TR 1.1.8	Must automatically correct size, position and phase. This must be achieved automatically without user intervention or it must be achieved through the use of an auto adjust button mounted on the front bezel.	M	
TR 1.1.9	Must be micro-processor based and come with controls that produce an on-screen menu (in both English and French or in non-language specific symbols) that control brightness, contrast, colour temperature, phase, vertical and horizontal size and positioning.	M	
TR 1.1.10	Must include no less than a six (6) foot monitor cable to connect it to the CPU chassis.	M	
TR 1.1.11	Must utilize a digital interface.	M	
TR 1.1.12	Must utilize an analog interface.	M	
TR 1.1.13	Monitor response time is 7 ms or better.	R	Value (1-10) Weight 5
TR 1.1.14	Luminance must be 250 candelas/m ² or better.	M	

TR - 2 Requirements for computing devices

TR 2.1

Item #	Requirement	R/M/I	Weight
TR 2.1.1	System must have an Intel I7 or a better Intel processor (as deemed by CMHC)	M	

TR 2.1.2	Processor must have an Execute Disable Bit (XD) option.	M	
TR 2.1.3	System must allow for flashing the BIOS.	M	
TR 2.1.4	BIOS must be wake-on-LAN compatible.	M	
TR 2.1.5	System must be bootable from the following devices: USB CD-ROM/DVD Network Hard drive	M	
TR 2.1.6	System is an Intel I7 or better	R	Value (1-10) Weight 5

TR 2.2 Memory

Item #	Requirement	R/M/I	Weight
TR 2.2.1	System must have 8 GB memory DDR4	M	

TR 2.3 Storage

Item #	Requirement	R/M/I	Weight
TR 2.3.1	System must include a minimum 256 GB SSD hard drive.	M	
TR 2.3.2	Hard drive must have physical bytes of storage as specified herein, without the use of hardware or software compression utilities, as actual formatted data space available to the end-user.	M	
TR 2.3.3	System must include a CD-RW/DVD-RW combo rated at a minimum of 48x CD Read and 16x DVD Read.	R	Value (1-10) Weight 5

TR 2.4 Display

Item #	Requirement	R/M/I	Weight
TR 2.4.1	Computing device LCD should support at minimum depending on form factor the following resolutions: 1280x1024(WGA) 1366x768(WGA)	R	Value (1-10) Weight 5

TR 2.5 Graphics

Item #	Requirement	R/M/I	Weight
TR 2.5.1	Video Card must be able to support both internal and external displays concurrently.	M	

TR 2.6 Input Devices

Item #	Requirement	R/M/I	Weight
TR 2.6.1	Keyboard has the ability of being order as French, English or Bilingual.	R	Value (1-10) Weight 5

TR 2.6.2	The system has lights that indicate the operational conditions of the NUM lock, Scroll lock and Caps lock keys.	R	Value (1-10) Weight 5
TR 2.6.3	The keyboard must have a print screen facility.	M	
TR 2.6.4	System must include an internal mouse button pointing device.	M	
TR 2.6.5	System has as a secondary option, a touch mouse pad.	R	Value (1-10) Weight 5
TR 2.6.6	System must include an external optical mouse which connects through USB.	R	Value (1-10) Weight 5

TR 2.7 Communications

Item #	Requirement	R/M/I	Weight
TR 2.7.1	System must include an Integrated Gigabit 10/100/1000 Mbps Ethernet NIC card.	R	Value (1-10) Weight 5
TR 2.7.2	The adaptor must come with a RJ-45 port.	R	Value (1-10) Weight 5
TR 2.7.3	The adapter must support wake-on-LAN version 2.0.	R	Value (1-10) Weight 5
TR 2.7.4	System includes a Wireless 802.11 A/B/G/N with WiFi Protector Access 2 card.	R	Value (1-10) Weight 5
TR 2.7.5	The wireless adaptor must be Cisco LEAP authentication compatible.	M	
TR 2.7.6	The protocols supported must include TCP/IP. When applicable Windows drivers must be included.	M	
TR 2.7.7	The adaptors must support software configuration for: operation at either 10 Mbps or 100 Mbps; general setup; diagnostics.	M	
TR 2.7.8	The adaptors must include a light that indicates their operational status (for example, Orange/red - not connected, green – connected).	R	Value (1-10) Weight 5

TR 2.8 Slots and Ports

Item #	Requirement	R/M/I	Weight
TR 2.8.1	System must have a VGA/RGB (analog monitor) port.	R	Value (1-10) Weight 5
TR 2.8.2	System has an HDMI or Display Port.	R	Value (1-10) Weight 5
TR 2.8.3	The following external ports must be available and functional: - speaker out or line out - line in or microphone in	M	
TR 2.8.4	Windows systems must include a total of two (2) internal Universal Serial Bus (USB) ports version 3.0. Ports must be backward compatible.	R	Value (1-10) Weight 5

TR 2.9 Sound

Item #	Requirement	R/M/I	Weight
TR 2.9.1	System must include built-in speakers.	M	
TR 2.9.2	System must include a built-in microphone.	M	
TR 2.9.3	System must include a sound volume control method.	M	

TR 2.10 Physical Description

Item #	Requirement	R/M/I	Weight
TR 2.10.1	System must have lights indicating AC power modes.	M	
TR 2.10.2	The system must include a soft carrying case that would accommodate all peripherals	R	Value (1-10) Weight 5

TR 2.11 Power Supply

Item #	Requirement	R/M/I	Weight
TR 2.1.1	The system must run on 110-125 AC @60 Hz when running off power outlet.	M	
TR 2.1.2	The power supply must be able to support a fully populated system (i.e. All drives populated, maximum RAM expansion as well as all expansion slots occupied).	M	

7.5 APPENDIX “D”

CMHC locations and staff count:

The following chart is an estimated list of the CMHC staff count (Points of Service)

Points of Service (POS) by Region	Current Staff Count	English Supported	French Supported
Atlantic Region	119		
Halifax & Regional Centres	92	Yes	No
Québec Region	296		
Montréal (Regional Business Centre)	249	Yes	Yes
Ontario Region	373		
Toronto (North York - Regional Business Centre)	281	Yes	No
Toronto (Downtown - Adelaide St. West)	29	Yes	No
London & Hamilton	30	Yes	No
Sudbury & Thunder Bay	24	Yes	No
Prairies & Territories	193		
Calgary (Regional Business Centre)	125	Yes	No
Winnipeg	21	Yes	No
Saskatoon	22	Yes	No
Edmonton	25	Yes	No
British Columbia Region	168		
Vancouver (Regional Business Centre)	138	Yes	No
Granville Island (Vancouver)	23	Yes	No
Kelowna & Prince George	7	Yes	No
Total Regional Staff	1150		
National Office			
Ottawa (700 Montreal Road)	1050	Yes	Yes
Total CMHC Staff	2200		

7.5 APPENDIX “E”

Financial Cost Sheet

Out of Warranty coverage

Out of warranty coverage – Computing Devices	Unit cost			Comments
Monthly cost for coverage on-site 1hr response /8hr fix		1	\$ -	
Monthly cost for coverage on-site 1hr response /12hr fix		1	\$ -	
Monthly cost for coverage on-site 1hr response /16hr fix		1	\$ -	
Monthly cost for coverage on-site 1hr response /24hr fix		1	\$ -	

APPENDIX “F”

7.4 Mandatory Compliance Checklist (M)

- 2.2 Certificate of Submission
- 2.3 Delivery instructions and deadline
- 2.6 Offering Period
- 2.9 Verification of Offeror’s Offer
- 2.10 Ownership of Offers
- 2.11 Proprietary Information
- 2.12 Corporation Identification
- 2.14 Conflict of Interest
- 2.15 Declaration re: Bid Rigging and Collusion
- 2.17 Non-Disclosure of CMHC Information
- 2.18 Offeror’s Procurement Business Number (PBN)
- 2.19 Cost Associated with Perparation of Offers
- 3.13 Escalation procedure
- 3.14 Use of Sub-contractors
- 3.15 Change in ownership of Offeror or Sub-contractor
- 3.16 Equipment delivery
- 3.17 Late delivery
- 3.18 Equipment installation
- 3.19 Electrical safety
- 3.20 Shipping and return costs
- 3.21 Suspension of work and changed in specifications
- *3.22 Equipment Installation
- *3.23 Late Installation
- *3.24 Image Stability/Product Lifecycle
- *3.25 Product suitability and acceptance testing
- *3.28 Asset management
- *3.29 User data transfer
- *3.30 On-going requirements and product changes
- *3.32.1 General
- *3.32.2 Warranty services
- *3.32.3 Maintenance services
- *3.32.4 Support services capability
- *3.32.5 Hotline services coverage
- *3.32.6 Product replacement service
- *3.32.7 CMHC user serviceable products
- 4.1 Overview of Section 4 (Entirety)

- 6.3 *Proposed Contract*
- 4.19 Conflict of Interest
- 4.22 Confidentiality

- 7 *Appendices*
- Appendix “A” Certificate of Submission
- Appendix “B” Mandatory Compliance Checklist

****for stream #1 only, does not apply to stream #2***

APPENDIX “D”

STREAM #1 ONLY
Technical Requirements

T.R.-1 Common requirements for monitors

- T.R.1.1.1
- T.R.1.1.2.....
- T.R.1.1.3.....
- T.R.1.1.4.....
- T.R.1.1.5.....
- T.R.1.1.6.....
- T.R.1.1.7.....
- T.R.1.1.8.....
- T.R.1.1.9.....
- T.R.1.1.10.....
- T.R.1.1.11.....
- T.R.1.1.12.....
- T.R.1.1.14.....

T.R.-2 Requirements for Computing Devices

- T.R.-2.1 Processor and chip set***
- T.R.2.1.1.....
- T.R.2.1.2.....
- T.R.2.1.3.....
- T.R.2.1.4.....
- T.R.2.1.5.....

- T.R.-2.2 Memory***
- T.R.2.2.1.....

- T.R.-2.3 Storage***
- T.R.2.3.1.....
- T.R.2.3.2.....

- T.R.-2.5 Graphics***
- T.R.2.5.1.....

- T.R.-2.6 Input Devices***
- T.R.2.6.3.....
- T.R.2.6.4.....

- T.R.-2.7 Communications***
- T.R.2.7.5.....
- T.R.2.7.6.....
- T.R.2.7.7.....

- T.R.-2.8 Slots and Ports***
- T.R.2.8.3.....

- T.R.-2.9 Sound***
- T.R.2.9.1.....

- T.R.2.9.2.....
- T.R.2.9.3.....

- T.R.-2.10 Physical Description*
- T.R.2.10.1.....

- T.R.-2.11 Power Supply*
- T.R.2.11.1.....
- T.R.2.11.2.....