

RFx000140 for Audiovisual Supply and Services Addendum #1

Questions and Answers:

1. CRM/Quoting tool which cloud resides in the U.S. Is this acceptable?
Response: Yes, a quoting tool is acceptable, as it would only contain contract management details. CMHC wants to ensure corporate decisions or any personally identifiable information is not stored outside of Canada. Publically accessible information is acceptable

2. In appendix 'F', there is a grid for the NEW purchase costs of equipment and equivalent and existing equipment. How old are the existing MS Surface hubs, and how old are the existing Polycom Trios? Are they all currently still on a maintenance plan? If so, what are the expiry dates?
Response: CMHC would like T&M quotes for the older items listed in rows 94 and beyond in Appendix F. CMHC requires the maintenance plan pricing for new equipment only.

3. Can the newly Microsoft certified Sharp Windows Collaboration display be substituted for the MS Hubs?
Response: CMHC is standardizing on Microsoft Hubs; no substitutions for the RFP. However, CMHC may test other devices during the term of the contract.

4. For Requirement 3.6.1 3.6.15 and 3.6.27 - Will you cover the purchase of a spares bank located at the 6 major centers listed to allow for rapid response? Or could the reaction time be limited to the business hours provided 3.6.1?
Response: CMHC will review all vendor's methods to achieve the requirements 3.6.1, 3.6.15, and 3.6.27, including what prices your company feels necessary to accomplish to the goal. Doing such things as buying spares to leave on-site, or use of couriers to move spare equipment where needed or your application of credits should a target be missed will be considered. CMHC will evaluate all aspects and issue the points according to what meets our requirements for the least costs.

5. It appears that the systems will require some connections between rooms and to equipment closets. Floor plans would be helpful to estimate the cabling and labour involved.
Response: the successful proponent, will work with CMHC's designated technology consulting and engineering company to understand the architecture and communication drawings to interconnect the audiovisual equipment.

6. If a vendor proposed a service plan for the 3-year maintenance per room type and office location, not by equipment. Would CMHC accept this kind of proposal.

Response: CMHC would like the cost to maintain each piece of equipment. If there are additional costs due to location, please specify. CMHC will evaluate all proponent's solutions that best fits our requirements combined with the costs to achieve the targets at the best value to CMHC.

7. According to the RFP documents, contract term will be 3 years with option to renew twice for additional 1-year period. Must supplier maintain its price throughout all 5 years or will supplier be entitled to an annual escalation or to review its pricing for renewal years?

Response: as per section 4.10 of the RFP third paragraph - I have highlighted what should help answer the question. *"The proponent must provide their proposed discount pricing methodology or uplift from manufacturer's price in the financial cost pages found within the Financial Cost Appendices as applicable. **These discount or uplift costs must be fixed (firm) for the full term of any ensuing Agreement. For any fixed priced services outlined in this RFP the costs must be fixed for the initial term of any ensuing Agreement.**"*

8. according to 6.1 of the RFP documents, in submitting a proposal, proponent agrees to be bound by the terms and conditions of the sample agreement. However, Section 5.6 and Section 7 Appendix A of the same documents indicate that Proponent will enter into contract negotiations with CMHC. If during negotiations, supplier and CMHC cannot agree on terms and conditions which will govern the contractual obligations, can CMHC confirm that the sole consequence will be the rejection of proponent's proposal and proponent will not be liable for any cost or penalties towards CMHC.

Response: The Mandatories in the draft must not be changed to the degree that would alter the intent of the clause. However, all other terms are open for discussion unless they counter a mandatory requirement of the RFP. As per Section 5.6 of the RFP second paragraph, CMHC and lead proponent may conclude that obligations cannot be agreed with; as such, CMHC has the right to terminate the negotiations and review if the next highest proponent can come to a mutually agreeable contract. There would be no penalties or charges from CMHC nor would CMHC expect any claims from the proponent as per sections 1.2, 2.11, 5.1, and 5.2. ***"by submitting a proposal, proponents agree to relinquish and expressly waive all causes of action, claims, complaints or demands that they may have against CMHC arising out of its evaluation of proposals, the alteration of any terms and conditions, the failure to evaluate any proposal, the failure to sign an agreement with a proponent"***.

9. According to 4.1.2 of the Draft Agreement, Contractor must cure default in 20 days. Could CMHC consider adding a mention that if default cannot reasonably be cured in 20 days, contractor shall be entitled to an additional cure period?

Response: CMHC is providing 30 days in total to cure a default. Twenty days after, CMHC notifies you of the default and then ten days until the termination. If, during this time, the default is cured, CMHC would have no reason to terminate. However, you are free to recommend changes to the draft agreement. Mandatory Agreement clauses may not alter in a way that will change the intent of the clause.

10. Would CMHC consider including an overall liability cap as well as excluding all indirect/consequential damages from contractor's indemnification obligation set forth in Section

4.7 of the Draft Agreement? This would allow proponents to better assess its overall risk and provide CMHC with most optimal pricing

Response: Please feel free to recommend changes to the draft agreement. Please tie these changes to the pricing template

11. According to 4.10 of the draft agreement, contractor must provide Professional Liability Insurance and Crime /Employee Dishonesty Insurance. Could CMHC confirm that such insurance requirements are not required for the type of work and services proponents will be provided and can thus be removed?

Response: Please feel free to recommend changes to the draft agreement. Please tie these changes to the pricing template. CMHC feels that both professional liability and crime insurance are required, as, in time, the contracted proponent will provide advice and guidance to CMHC on the future audiovisual direction. Also, the contracted proponent will have access to CMHC facilities where potential suites could arise.

12. Could CMHC please confirm that any delay in supply from Contractor's suppliers or execution of Contractor's obligations pursuant to an epidemic or pandemic will be considered a Force Majeure pursuant to section 4.15 of the Draft Agreement?

Response: as per 4.12 of the draft Agreement, the Contractor must comply with all Labour conditions and with all health conditions and requirements, which would be complying with Government orders to stop working. As well, the force majeure covers "**all impediments arising from orders or prohibitions of public authority,**" CMHC could consider a delay caused by the epidemic or pandemic a Force Majeure. However, it is important to note the Force Majeure would apply in these cases only if the impediments or orders affected your company or suppliers. If your industry is not named, then CMHC would expect business as usual. CMHC must receive written notice of the effect on the Contractor and CMHC's agreement that you are indeed affected.

13. According to 7.5 d) of the Draft Agreement, Contractor must rectify all defects in 7 days. Could CMHC consider adding a mention that if the defect cannot reasonably be corrected in 7 days, contractor shall be entitled to an additional cure period?

Response: Please feel free to recommend changes to the draft agreement. CMHC feels seven days is sufficient and ensures there is a set deadline so that problems do not linger. This requirement can also be tied to requirement 3.6.18 New Installations, Upgrades and Expansions- 3.6.27 Service Response, Restoration and Maintenance Pricing

14. Extension Request.

Response: new submission deadline is May 15, 2020, at 14h00 EDT