

# Request for Proposal

## AMENDMENT NO 2

FOR

### Audio Visual equipment, maintenance and professional services

Date issued: March 2, 2020

Solicitation Closes: ~~April 29~~ **May 15**, 2020

Solicitation File Number:  
RFx000140

Originating Department: Information  
Technology

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## I SECTION I GENERAL INFORMATION

### I.1 Overview of Section I

The purpose of this section is to provide general information about Canada Mortgage and Housing Corporation (CMHC) and this Request for Proposal (RFP). All capitalized terms in this document have the meaning ascribed to them within the RFP document, the draft agreement, or in certain cases, are terms that are in common use at CMHC.

### I.2 Introduction and Scope

CMHC wishes to enter into an **Agreement** with a vendor (hereafter referred to as the “proponent(s)”) to establish a supply, services, and professional services agreement for audiovisual equipment. Further details can be found in Section 3 (Statement of Work).

This Agreement will have an initial term of up to three (3) years, with the potential to renew for two (2) subsequent one-year renewals, not to exceed a cumulative total of five (5) years.

CMHC shall not be limited to ordering equipment models as originally proposed in the proponent’s response, but shall have the option of acquiring any other models available at the time of requirements determination and acquisition from the selected proponent.

By issuing this RFP and accepting proposals, CMHC assumes the obligation of conducting the process in a fair and transparent manner.

**The lowest cost or any proposal will not necessarily be accepted, and the CMHC reserves the right to accept or reject any proposal or any portion of a proposal. CMHC reserves the right to cancel any tender, or any resulting Agreement, or part thereof, should the requirements be impacted by any ongoing or future review or restructuring of CMHC programs or operations.**

CMHC has no obligation to procure any services or to compensate any proponent for work done other than as may be set out in a written contract with that proponent. CMHC, at its sole and absolute discretion, may cancel this RFP at any stage until a written contract is signed by CMHC and a selected proponent.

### I.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, the Honourable Ahmed Hussen.

CMHC has approximately 2,000 employees located in Ottawa, and five business centres throughout Canada: Atlantic, Quebec, Ontario, British Columbia, and Prairies & Territories.

#### 1.4 Purpose of Request for Proposal

CMHC uses a Request for Proposal (RFP) to describe its requirements, ask suppliers for their proposed solutions, describe the criteria, which will be used in evaluating proposals and selecting a lead proponent, and outline the terms and conditions under which the successful proponent will operate or supply goods and/or services. By submitting a proposal, proponents agree to be bound by the terms of this RFP, and the terms of the proposal that they submit.

In this RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing “Best Value” to CMHC with respect to its requirements.

#### 1.5 Service Providers Database

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 or construction under contract

CMHC utilizes the Supplier Information (SI) database, maintained by **Business Access Canada** as the official CMHC source list. All proponents **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.

#### 1.6 Schedule of Events

The following schedule summarizes significant target dates for the RFP process. These dates are objectives only and may be changed by CMHC at its sole discretion. They shall not be considered terms or conditions under which the RFP will be conducted.

Month	Day / Year	Activity
March	02, 2020	Request for Proposal issued
<del>April</del> <del>May</del>	22 08, 2020	Questions Deadline
<del>April</del> <del>May</del>	29 15, 2020	Submission Deadline
<del>May</del> <del>June</del>	08 05, 2020	Evaluation and Selection of lead proponent
<del>May</del> <del>June</del>	2020	Agreement award and finalization with lead proponent
<del>May</del> <del>June</del>	2020	Announcement of successful proponent
<del>June</del> <del>July</del>	2020	As requested, debriefing to unsuccessful proponents

### 1.7 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. Compliance with mandatory requirements will be assessed by CMHC in its sole discretion.

A mandatory requirement is defined as:

- a minimum standard that a proposal must meet in order to be considered for further evaluation;
- a requirement that must be met in order for the proponent to substantially comply with the requirements of the RFP; and
- a term that must be included in any Agreement that results from the RFP

**Proponents must supply a response of: “Compliant” or “Non-Compliant,” for each mandatory requirement in this RFP and must also substantiate the compliance with a statement or reference to the attached documentation.**

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

Requirement	Response	Response Details
Section 3.6.9 All electrical equipment supplied by the proponent must be certified by the Canadian Standards Association in accordance with the requirements of the Canadian Electrical Code, Part I, or approved for use by the Electrical Inspection authority of the province wherein the equipment will be used.	Compliant	Refer to attached technical manual page xx

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 3 Statement of Work
- Section 4 Proposal Requirements
- Section 6 Proposed Agreement, and
- Appendix A The Certificate of Submission.

**Caution:** Proposals which fail, in the reasonable discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. Notwithstanding the foregoing, CMHC reserves the right to waive or revise any mandatory requirement(s) during the RFP process if a waiver or revision is necessary to meet CMHC’s intent

in issuing the RFP, or to ensure that CMHC receives the best value from the process. In the event that CMHC elects to waive a mandatory requirement(s), all proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals as noted in section 2.4.

This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the proponents.

### **1.8 Proponent Feedback**

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether it be positive or negative. As CMHC does not wish to be perceived as influenced by such feedback in the award decision, proponents are requested to submit their feedback after an Agreement has been executed or the RFP process has been terminated.

Proponents wishing to provide feedback may submit comments labeled as **Proponent Feedback RFP # 000140** to the name and address provided in Section 2.4.

Any proponent who notes a material flaw in the RFP that could prevent the process from being conducted in a fair and objective manner, or that could prevent CMHC from receiving the best value from the process, is asked to report the flaw to CMHC as soon as possible, using the inquiry process specified in Section 2.4

### **1.9 Direct Deposit and Income Tax Reporting Requirement**

All payments and transfers of funds under any resulting contract will be made by means of Electronic Funds Transfer ("EFT") direct deposit unless an exception is requested in the proposal and is approved prior to execution of a contract.

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and its associated regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. Proponents are therefore required to provide the necessary information, including the proponent's social insurance number and/or corporate identification number, with their proposals in order to allow CMHC to complete the T1204 supplementary slip. The lead proponent will be required to complete and sign a Vendor Information Form (CMHC/SCHL 68964) prior to the commencement of the term of any resulting agreement. Throughout the term, the proponent will be required to ensure that the information provided remains accurate and up to date. The proponent assumes full responsibility for and indemnifies CMHC from and against any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.



## 2 SECTION 2 SUBMISSION INSTRUCTIONS

### 2.1 Overview of Section 2

The purpose of Section 2 is to inform the proponent about CMHC's procedures and rules pertaining to this RFP process.

All Proponents are advised that CMHC has provided a Mandatory Compliance Checklist as Appendix C to the RFP. The Checklist is provided for the benefit of proponents prior to the submission of their proposals, to help them ensure that they have complied with all mandatory requirements. Non-compliance with a mandatory requirement will result in the proposal being eliminated from further consideration, as described in Section 1.7 above.

### 2.2 Certificate of Submission

#### MANDATORY

The Certificate of Submission, attached as Appendix A, summarizes some of the mandatory requirements set out in the RFP. It is a mandatory requirement that a proposal includes an un-alerted Certificate of Submission (or an accurate reproduction) signed by the proponent. Refer to Section 1.7 Mandatory Requirements.

Should a proponent not include the signed Certificate of Submission with its proposal, the proponent will be notified by CMHC and will have 48 hours from the time of notification to meet this requirement. A signed copy of the Certificate of Submission must also be included for each participating company in the event of a joint venture proposal.

### 2.3 Delivery Instructions and Deadline (by EBID)

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the proponent. All risks and consequences of a failure to deliver a proposal to CMHC are borne by the proponent. CMHC will not assume or have transferred to it those risks or responsibilities under any circumstances.

The time of delivery for the purposes of this section is deemed to be the time recorded by CMHC's computer servers receive the proposal, not the time the proposal was sent by the proponent.

**\*Please be advised that EBID has a size limitation of 10 MB. It is advisable and recommended that proponents submit larger proposals in multiple smaller files.**

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

**\*Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Proponents should ensure that sufficient delivery time is allowed, as they assume the risk of delays in transmission and receipt.**  
**Address for Delivery**

Proposals, 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: RFX000140 AV Equipment

**Submissions sent to any other e-mail address will not be considered.**

### **Format**

Proposals may be submitted in MS Word or Adobe Acrobat PDF and MS Excel in English or French. Please note CMHC requires an unprotected version of the submission to handle the information.

Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC and will not be considered.

### **Proposal Opening and Verification Period**

All EBID proposals received on or before the closing date and time specified in this RFP will be opened after the closing date and time. If at that time, CMHC is unable to open a proposal, the proponent will be so advised and provided an opportunity to resubmit a version that can be opened within two (2) hours of notification.

#### **2.3.1 Submission Deadline**

#### **MANDATORY**

Your proposal 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 ~~April 29~~ May 15, 2020**

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

**Remainder of page blank.**

## 2.4 Inquiries

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

William Finnagan  
Senior Officer, Procurement,  
Information Technology Contracts,  
[ProcurementSourcing\\_Sourcesd'approvisionnement@cmhc-schl.gc.ca](mailto:ProcurementSourcing_Sourcesd'approvisionnement@cmhc-schl.gc.ca)  
Telephone: 613 748-2518

Changes to this RFP document will only be effective if issued by CMHC in writing, as described below. Proponents are therefore strongly cautioned to request that all clarification, direction, and changes be provided in writing, as information given orally by any person within CMHC shall not be binding upon CMHC.

All written questions submitted, which in the opinion of CMHC raise an issue that has the potential to affect all proponents, will be answered by CMHC in writing and distributed to all proponents by e-mail, or GETS. The identity of the proponent making the inquiry will not be included in the response. Any questions of a proprietary nature must be clearly marked as such.

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided to proponents by e-mail or GETS.

CMHC has no obligation to respond to any inquiry and will determine, at its sole discretion, whether it will respond to inquiries that are submitted. CMHC cannot guarantee a reply to inquiries received less than **seven calendar days** prior to the closing date.

## 2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual proponent in order to obtain clarification of its submission, including clarification of the scope of services offered. Any such communication is limited to clarification purposes only, and proponents will not be allowed to revise their proposal during this process.

## 2.6 Proponent Contact

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

## 2.7 Offering Period

## MANDATORY

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, shall remain valid and binding on the proponent until such time as an Agreement is negotiated and executed.

## 2.8 Changes to Proposals

Changes to a proposal are permitted, provided that they are received as an addendum to, or clarification of, a previously submitted proposal, or as a new proposal that replaces and supersedes the proposal that was previously submitted.

Any addendum, clarification, or new proposal must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked **“REVISION,”** and be received no later than the submission deadline. Where the new proposal is intended to replace all or part of an earlier proposal, it must be accompanied by a clear statement specifying the sections of the earlier proposal that are replaced by the new proposal.

## 2.9 Multiple Proposals

Proponents interested in submitting more than one proposal for consideration may do so, provided that each proposal independently complies with the instructions, terms and conditions of this RFP.

## 2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted as an addendum to a proposal.

Where the alternative proposal relates to a mandatory requirement, the alternative must meet that requirement.

## 2.11 No Liability

While CMHC has made considerable efforts to ensure that the information in this RFP is accurate and complete, it is possible that errors may exist. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. CMHC will have no liability of any kind to proponents for losses or damages arising from any errors that may be found in the RFP, regardless of how the errors are caused. Proponents remain obliged to make their own investigation of relevant information and to form their own opinions and conclusions as experts in the industry in respect of the matters addressed in this RFP.

By submitting a proposal, proponents waive any claim or cause of action that they may have against CMHC or its representatives as a result of the conduct of this RFP process or any resulting contract award, except insofar as they have proof of wilful misconduct on the part of CMHC or its representatives. Proponents agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFP or any resulting

contract award. This section is intended to be a complete waiver of the proponent's right to claim damages subject to the limited exception noted above.

## 2.12 Verification of Proposals

The proponent authorizes CMHC to conduct such investigation, as it deems appropriate to verify the contents of the proponent's proposal.

## 2.13 Ownership of Responses

All proposals and related materials become the property of CMHC upon submission, and CMHC shall have all intellectual property rights in those proposals and materials. Proposals and related materials will not be returned to proponents. Proponents are not entitled to any compensation for any work-related to or materials supplied in the preparation of their proposals.

The proponent warrants that the proponent possesses all rights necessary to satisfy this requirement. The proponent hereby certifies that it has waived or has obtained a waiver in favour of CMHC of, all moral rights in the proposal and related materials, and hereby assigns all rights in the material, as provided for in the law of copyright. The proponent agrees to execute any document requested by CMHC, acknowledging CMHC's ownership of the material and the waiver of moral rights therein.

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal, which are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL.**" Proprietary and confidential markings shall be included beside each item or at the top of each page containing information that the proponent wishes to protect from disclosure.

CMHC will take steps to protect proponents' documents and information so marked from disclosure. Notwithstanding the foregoing, CMHC shall have no liability of any kind to proponents based on the inadvertent or unintentional disclosure of proprietary information.

Proponents are further advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. In certain specific circumstances, information submitted to CMHC by third parties may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible, CMHC will make efforts to advise the proponent of the required disclosure prior to releasing the information.

## 2.14 Proprietary Information

Information about CMHC that is contained in this RFP document is to be considered proprietary information of CMHC. It is made available for the sole purpose of providing proponents with sufficient information to prepare responses to the RFP. Proponents and other readers of this document may not make any other use of the information contained in the RFP.

## 2.15 Corporation Identification

Proponents agree that they will not make any use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

## 2.16 Declaration with respect to Gratuities

By submitting a proposal, the proponent certifies that no representative of the proponent or any individual or entity associated with the proponent has offered or given a gratuity (e.g. an entertainment or gift) or other benefit to any CMHC employee, Board member or Governor-in-Council appointee.

## 2.17 Conflict of Interest

### MANDATORY

- (a) The proponent and its principals, employees, and agents shall avoid any real, potential or apparent conflict of interest during the RFP process, and upon becoming aware of a real, potential or apparent conflict, shall immediately declare the conflict to CMHC. The proponent shall then, upon the direction of CMHC, take steps to eliminate the conflict, potential conflict, or perception that a conflict of interest exists.
- (b) The successful proponent must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the proponent's duties to that third party and the proponent's duties to CMHC.
- (c) In the event that a conflict of interest, real, potential, or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the proponent from consideration under the RFP or to terminate the resulting agreement. Upon such elimination or termination, CMHC shall have no obligation of any nature or kind to the proponent.
- (d) 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 request for proposal.

## 2.18 Declaration with respect to Bid Rigging and Collusion

By submitting its proposal, the proponent certifies that:

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

## 2.19 Security Clearance

CMHC requires employees of the selected proponent to be security cleared in order to permit them access to CMHC premises when and if required. This process normally takes approximately five (5) working days but may take longer, depending on the circumstances.

The proponent or its employees will require an escort by a CMHC employee at all times when accessing CMHC premises and devices. Access will not be granted to CMHC information and systems or any confidential information. Where the required security clearance is not granted to an individual, CMHC will have the right to exclude that individual from performing the services outlined in this RFP. The failure of an individual to obtain security clearance shall not relieve the successful proponent from any of its obligations under this RFP and any resulting agreement.

## 2.20 Shortlist

The evaluation procedure may include the development of a shortlist of the highest-ranked proponents in order that CMHC can gather additional information and conduct further evaluation of the proposals. The evaluation of shortlisted proposals will be based on the criteria outlined in *Section 3 Statement of Work*, of the RFP. Shortlisted proponents may be asked to prepare a presentation, supply demonstration equipment and/or provide additional information prior to the final selection. CMHC reserves the right to supply additional information to those bidders who are shortlisted for the purpose of evaluating their proposals.

## 2.21 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed roles and responsibilities of each party participating in the joint venture and must provide a detailed description of the proposed joint venture business arrangement. The description must, at a minimum, list the companies involved, indicate how long the business arrangement has been (or will be) in existence, outline the goods or service(s) that each respective party would be providing, and describe the proposed roles and responsibilities of each party.

The proponent shall designate one of the entities participating in the joint venture as the contact person for the purpose of this RFP process. All communications between the proponent and CMHC will be directed through the contact person.

Joint venture responses must be accompanied by a signed Certification of Submission from each participating entity. Refer to Section 2.2.

## 2.22 Non-Disclosure of CMHC Information

Under this section, “CMHC Information” refers to any and all information of a confidential nature, including all personal information, which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of by CMHC in order to complete this RFP process and to fulfill the requirements of any resulting agreement. Without limiting the generality of the foregoing, CMHC Information includes information held in any format and information provided directly, indirectly to the proponent.

The proponent understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive, unless otherwise specifically agreed to in writing by CMHC. The proponent agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to prepare the proponent’s response to this RFP or perform the work or services under any resulting agreement.

The proponent further 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.

Information is to remain in Canada

The proponent shall ensure that CMHC Information remains in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic or physical means. Without limiting the generality of the foregoing, the proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the work or services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners or subcontractors of the proponent without the prior written consent of CMHC.

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### **3 SECTION 3 STATEMENT OF WORK**

#### **3.1 Overview of Section 3**

This section of the RFP is intended to provide the proponent with the information necessary to develop a responsive proposal. The Statement of Work is a complete description of the tasks to be done, results to be achieved and/or the goods to be supplied.

Proponent responses must follow the same numbering format as this section and the related Appendices. Proponents are required to provide detailed responses to each of the items in this section. The format for responses is at the discretion of the proponent.

#### **3.2 Mandatory Requirements**

A Mandatory requirement (M) is a minimum standard that a proposal must meet in order to be considered for further evaluation. Any mandatory requirements associated with the Statement of Work are clearly identified in Section 3 with a (M) beside the require name and number.

The Mandatory Compliance Checklist is located in Appendix C (7.3).

#### **3.3 Rated Requirements**

A rated requirement is defined as a desired function, capability, or feature of the proposed solution that is not mandatory. Rated requirements are based on a points system of 1 to 10 points, as well as a base weight between 2 and 80 per requirement. Rated requirements that are considered more important will be given a higher overall weight. Points are calculated for each rated requirement by multiplying the points given by the weight.

Subsections identified as Rated (R) will be assigned a score as per Section 5.4 – Evaluation Methodology.

#### **3.4 Informational Requirements**

Sub-sections identified as Information (I) are for information purposes only and may not require a response.

#### **3.5 Introduction and Scope:**

For the purpose of this RFP, the word “Audio Visual” will include all equipment as required to facilitate audiovisual conferences. The equipment includes, but is not limited to the following: front projection, LCD displays, interactive whiteboards, various source inputs, audio conferencing, videoconferencing, codecs with cameras, video cameras, audio processing, loudspeakers, microphones, cables, mounting brackets, mobile carts, mic/line mixers, recorders and dedicated control systems with touch panels that must integrate with the room and peripherals.

CMHC currently uses Microsoft Office 365 (O365) with Skype for Business and Microsoft Teams for collaboration. The O365 service is completely based on the Microsoft Cloud. CMHC is using the Microsoft Surface Hubs and POLY series

The objective of this RFP for Audio Visual equipment is to include but not limited to the provision of;

- A)** New Audio Visual equipment and all related installation and equipment integration, documentation, maintenance services (Appendix F);
- B)** Professional Services(Appendix G) for;
  - 1. Room coordination and design.
  - 2. On-site technical assistance.
  - 3. Project Manager.
  - 4. Programmers.
  - 5. On-going training as required
  - 6. Advisory / Ad-Hoc Resources

### **3.6 Statement of Work (SOW)**

#### **3.6.1 Service Response and Restoration Time (I)**

CMHC's Principal Period of Maintenance (PPM) for Audio Visual conferencing on-site service is defined as the nine-hour period from 8h:00 to 17h:00 local time Monday to Friday excluding statutory holidays.

The proponent must have the ability to respond, as outlined in 3.6.15 (Repairs to System Components and Service) and 3.6.27(Service Response, Restoration and Maintenance Pricing) below, to service calls reported by CMHC to the proponent's service centre.

**“Response time”** shall be measured from the time a call is placed to the proponent's diagnostic centre or a written request for service is made by a CMHC site to the proponent, to the time the proponent's service representative arrives at the applicable CMHC site to resolve the problem or where applicable, the time the proponent's representative begins working on resolving the service requirement in conjunction with CMHC staff remotely.

**“Restoration time”** means the time required to effect the full restoration of equipment or system functionality. Restoration time shall be measured from the start of the response time and will end upon full restoration of equipment or system functionality. For greater certainty, restoration time shall include; response time, the time required to effect the restoration of the equipment or system, and any applicable testing time either on-site or via remote maintenance capabilities.

#### **3.6.2 National Service Manager (M)**

The proponent must assign a local National Service Manager to CMHC, who will act as the proponent's representative for all service matters, and act as the central point of contact for the CMHC Authority or their delegates.

The National Service Manager shall also perform the following functions:

- I. Ensure that commitments are met and that all issues and action plans are effectively communicated to all appropriate CMHC personnel;

2. Monitor the escalation process while providing timely status to the appropriate CMHC personnel;
3. Ensure that all proponent staff place the highest priority on CMHC service requests, including all repair calls and requests for information and proposals relating to special projects, etc.;
4. Ensure that all maintenance services requirements are kept current at each site; and;
5. Be accessible via pager and/or cellular phone, as well as by e-mail for all major service calls;
6. Be the focal point to address all invoicing issues that may arise.

### **3.6.3 Use of Subcontractors (M)**

Should CMHC enter into an Agreement with a proponent that is using subcontractor(s), CMHC will consider itself to be in an Agreement with the proponent only and not its subcontractor(s). The proponent will be responsible for the conduct of its subcontractors.

The proponent shall bind every sub-contractor to the terms and conditions of any ensuing Agreement as far as appropriate and applicable to the work to be performed by the sub-contractor. The proponent shall be fully responsible to CMHC for the negligent or wilful acts and omissions and errors of all sub-contractor(s) and of persons directly or indirectly employed or contracted by them.

The lead proponent shall provide a written guarantee of the performance of all such subcontractors. The proponent 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 breach of contract as described in clause 4.1.2 (1) (2) of Section 6.3 - Proposed Supply and Services Agreement.

Should a subcontractor(s) become insolvent or unable to meet its obligations to the proponent for any other reason, the proponent 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 proponent 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).

### **3.6.4 Change in Ownership of Proponent or Subcontractor(s) (M)**

In the event of a change in ownership of the proponent or any of its subcontractor(s), the proponent 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 proponent or any of its subcontractor(s) is (are) unable to fulfill the terms of the resulting Agreement, CMHC shall have the right to terminate said Agreement, in which event, all rights, and obligations of the parties relating to termination under the ensuing Agreement shall apply.

### **3.6.5 Equipment Delivery (M)**

The selected proponent is responsible for the safe delivery of the equipment to CMHC's premises. All transportation and shipping costs must be included in the price quoted. Any costs for equipment replacements or repairs resulting from damage in transit or during installation shall be borne by the proponent. Transportation charges and any costs associated with the replacement of malfunctioning equipment shall be borne by the proponent unless the replacement is due to gross negligence of CMHC or its employees.

### **3.6.6 Late Delivery (M)**

The selected proponent must guarantee that the equipment will be delivered by the date specified. The selected proponent 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 supplier 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.

Proponents are to provide escalation procedures to be invoked if deliveries are not made in a timely order.

### **3.6.7 Late Installation (M)**

The proponent must guarantee that the equipment will be installed by the date specified. The proponent shall be responsible for all costs incurred by CMHC as a result of the late installation or failure of the 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 supplier install the equipment.

### **3.6.8 Reports (M)**

#### **a) Asset Report**

The following information is to be provided, for all equipment obtained during the term of any resulting Agreement by the proponent 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 proponent shall keep proper and detailed records and statements relating to the calculation of pricing for the products identified in any resulting Agreement. These records shall be available at all reasonable times for inspection by CMHC and its auditors (to verify that the prices meet the minimum discount levels stated in the proponent's response to this RFP).

#### **c) Problem Report**

All problems reported to the proponent by CMHC will be recorded and logged at their diagnostic centre. The call will be logged as part of the technician's response to the repair call. All such records will be kept at the diagnostic centre and available to CMHC upon request.

### 3.6.9 Electrical Safety (M)

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

### 3.6.10 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 proponent. If any such suspension modification, change or addition shall result in an increase or decrease in the cost of work, the contract price shall be adjusted accordingly provided that the proponent shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in costs shall be disregarded

### 3.6.11 Pricing (M)

The proponent is responsible for including all costs in their pricing and shall use their prior experience to ensure that all costs (including costs for all items not specifically identified in the RFP) are included. **All costs must be quoted in Canadian dollars.** Such costs may include but are not limited to, taxes, import duties, CSA certification, and licensing fees for which a cost may be charged to CMHC. The total costs submitted will be binding on the proponent and available for CMHC to accept the offer at these prices. No additional costs of any kind will be considered by CMHC for whatever reason.

Proponents are to provide pricing options for maintenance and support of the systems infrastructure and associated equipment and services, as specified in the Appendices. Proponents are to use the corresponding Appendices – Financial Costs Sheet to provide the required pricing. The proponent may expand or add to the cost tables for additional items or pricing.

Upon award of an Agreement, the successful proponent may also be chosen to provide CMHC with related future hardware and software, upgrades or replacement, and new installations and services for these sites or systems provided their costs for these services be within 5% of prevailing market rates. Proponents are to state their proposed discount pricing methodology or uplift from manufacturers' prices in the financial cost pages found within the Financial Cost Appendices as applicable. Proponents may also list pricing for equipment, which they consider equivalent and compatible with CMHC's current Audio Visual infrastructure. The proponent should provide the price validity period for this newly suggested equipment, and their process of customer notification in the event of price increases.

CMHC shall have the option to select equipment from any manufacturer through the selected proponent.

### **3.6.12 Invoicing (M)**

The proponent must provide CMHC with a detailed invoice for all products, services, and maintenance support they provide on a monthly or annual basis. They must include a reference to the CMHC purchase order numbers. Please describe the services available and samples of invoices illustrating this capability. Please describe your materials management system, including customer order processing, packaging and delivery, asset tracking, documentation, and other relevant aspects related to the provision of products or services.

The total amount claimed by the proponent on each invoice shall be paid by CMHC within thirty (30) business days from receipt of the invoice provided that CMHC is satisfied that the audiovisual services have been successfully completed.

CMHC shall provide written notice to the proponent within twenty (20) days of receipt of an invoice if the above conditions have not been met.

The Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST) shall, to the extent applicable, shall be incorporated into all invoices and shown as a separate items on invoices. All items that are zero-rated, exempt, or to which GST, HST, or PST do not apply are to be identified as such on all invoices. The Proponent agrees to remit to Revenue Canada any amounts of GST, HST and PST paid or due pursuant to any resulting Agreement.

### **3.6.13 Proponent Function (M)**

The proponent must be a certified distributor of or have a working agreement with the manufacturers of Polycom, Microsoft, equipment, and services. CMHC reserves the right to purchase equipment from these manufacturers or any other that can meet CMHC requirements in the future.

#### **The proponent will be responsible for:**

- A.** The provision of warranty and maintenance services and software updates and upgrades on existing audiovisual equipment including but not limited to:
  - 1. Polycom and Microsoft Surface Hubs listed in the Financial Cost Sheets in Appendix F
  - 2. Proponents are to indicate the post-warranty /monthly maintenance costs on new equipment (except where time and materials are indicated).
  
- B.** The provision of new Audio Visual equipment and all related installation and equipment integration, documentation for the equipment including but not limited to;
  - 1. Polycom codecs units;
  - 2. Polycom Trio series
  - 3. Polycom RealPresence Group series
  - 4. Poly Studio & Studio-X series

5. Poly G7500
6. Polycom EagleEye series
7. Microsoft Surface Hubs v1
8. Microsoft Surface Hubs v2
9. All proposed Audio Visual equipment must have a minimum availability of eighteen (18) months after an order unless prior approval to proceed with a new model is obtained from CMHC.

Proponents must inform CMHC of any system changes at least thirty (30) days in advance.

**C. Professional Services: (Cost sheet in Appendix G)**

1. **Room design** - CMHC may request an assessment on boardrooms to ensure that Audio Visual standards for room set up, paint colours, lighting etc; are being met and will offer exceptional Audio Visual experience that provides clear reception for both for voice and picture at the remote end of the conference.
2. **On-Site Technical assistance** - CMHC may need, from time to time, Technician(s) go on site to perform activities for CMHC, such as training, installation of new Audio Visual equipment, move Audio Visual equipment, or perform some equipment or software upgrades on the existing Audio Visual equipment.
3. **On-going training as required** - CMHC may need, from time to time, training to keep CMHC staff up to date on the latest updates in the Audio Visual industry. Training could be on existing equipment releases or new products or new methods to provide Audio Visual conferences.
4. **On-Site Installation** – CMHC may need technician(s) to perform the Audio Visual equipment installation and programming for the equipment
5. **Project Management** – CMHC may require a project manager to coordinate the actives of the proponent with other contractors for large installations and moves.

### 3.6.14 Maintenance Requirements (M)

CMHC requires ongoing maintenance and support for the Audio Visual equipment infrastructure. This includes the existing base of Polycom and Microsoft equipment and for all new equipment, and any related support or peripheral equipment during the term of the ensuing Agreement and any extension, in the event the option to extend the ensuing Agreement is exercised.

The proponent shall maintain the hardware and software systems as specified at each of the CMHC site as set out in this SOW and in Appendix E (both for installed and potential new equipment) as currently installed, in support of the above infrastructure, and to the most current release of software (which may be upgraded during the ensuing Agreement term).

Maintenance services for hardware shall consist of furnishing all parts and labour necessary to maintain the systems in proper operating condition in accordance with the service levels specified in this RFP. Maintenance services for software will include the provision of all maintenance

updates and upgrades releases, which are issued at no cost by the manufacturer to correct problems that CMHC may or may not have encountered in the performance of the software. The maintenance and support must cover all parts and labour costs associated with all of the proposed services. All costs associated with travel, living, or any other related expenses are the responsibility of the proponent.

The proponent shall adhere to the manufacturer's recommended maintenance schedule for all sites identifying the different types of equipment requiring scheduled maintenance, according to a specific procedure for each type of equipment. The proponent must include a detailed listing of manufacturer specified maintenance, frequency, and associated schedule that will be performed at each CMHC site as indicated in this SOW. The proponent must submit the maintenance schedule to CMHC or designates for co-ordination and distribution to CMHC sites one month after the award of the ensuing Agreement.

The proponent must fully describe the warranties associated with the Audio Visual equipment described or proposed with the RFP

### **3.6.15 Repairs to System Components and Service (M)**

The proponent's service support centre must have bilingual coverage seven (7) days per week, twenty (24) hours per day, 365 days per year (excluding Statutory holidays) and be accessible by a toll-free number. The proponent's service representative will be required to contact the affected user or another individual responsible for the equipment requiring maintenance services within one (1) hour of proper notification by an authorized CMHC representative for all sites.

The proponent must repair or replace equipment or components, whenever identified as faulty. All costs associated with the repair or replacement equipment or components are to be included in the monthly rates for maintenance services and support. All replacement parts are to have the same or superior functionality as the original part, in accordance with current levels of technology and must meet current manufacturer specifications. If replaced faulty parts or components are found not to be the problem, the proponent, at their own expense, must return the equipment to its original state.

The proponent must have trained technicians or subcontracts available in each of the following major cities - Ottawa, Halifax, Montreal, Toronto, Calgary, and Vancouver.

### **3.6.16 Escalation Procedures (M)**

Proponents must describe their problem escalation procedures, including schedule and content of reports, used during the problem resolution process, as well as the post mortem reports or meetings.

### **3.6.17 Information Updates (M)**

The proponent will be responsible for maintaining and providing updates, as required, to inform CMHC and designates on such subjects as:



- i. Product announcements/Bulletins
- ii. Sales & Marketing Bulletins
- iii. Software / Maintenance issues and concerns
- iv. End of Life notifications

CMHC seeks the open flow of information between the proponent and CMHC. An Internet e-mail address will be identified upon award of contract, where updates may be sent. All documents/reports outlined above must be Microsoft Office compatible.

### **3.6.18 New Installations, Upgrades and Expansions (M)**

The proponent must provide a minimum of 12-months warranty coverage for any new software and/or equipment purchased as a result of this proposal. Warranty services must cover all parts and labour costs associated with all of the proposed Services for 12 months from the date of purchase/delivery. All costs associated with travel, living, or any other related expenses are the responsibility of the service organization.

Any work performed on-site by the proponent, such as but not limited to; upgrades, installations, and system expansion activities must be performed in compliance with manufacturer's requirements and by personnel trained to work on the manufacturer's equipment. Acceptance testing, as stated in the article below must be carried out for all work performed by the proponent.

In the event that work described in the paragraph above, is deemed unsuccessful by CMHC, or causes major system instability, the cost of reverting back to the previous hardware component or software version will be assumed solely by the proponent.

### **3.6.19 Acceptance Testing (M)**

The proponent must verify any affected hardware, software, and service performance standards by comprehensive testing.

Within one week following the issuance of a work order, or within a twenty-four (24) hour period following the receipt of a work order (written or verbal) form in urgent situations, the proponent must propose to the CMHC or designates a test procedure and then carry out the agreed test procedure, as approved by CMHC, to verify that affected items meet all the various requirements of any appropriate specification.

### **3.6.20 CMHC Technical Representative - Managed Contract (M)**

The proponent must allow the CMHC appointed third-party service provider, employed by CMHC as its technical representatives (Representative) to provide all oral and written orders and instructions including, without limitation, instructions to initiate services, incur expenses and in management functions related to the ensuing Agreement on CMHC's behalf. CMHC reserves the right to select and reassign any Representative at any time. Furthermore, CMHC will remain responsible for its Representatives' performance of such services to the same extent as though such representatives were employees of CMHC.

**3.6.21 Proponent Information (R)****Rate: 1-10****Weight: 5**

The selected proponent should possess a range of capabilities and experience that CMHC considers essential to fulfill the objectives of this SOW, such as:

1. Implemented projects of similar size and scope;
2. Certifications or awards;
3. Proven experience with the specific technologies, systems, or products, which CMHC has indicated in this RFP.
4. Services support offered from the following locations: Halifax, Montreal, Ottawa, Toronto, Calgary, and Vancouver or discuss how services would be provided to these offices;
5. Conducted other similar successful multi-year partnering relationships.

Please describe how your capabilities and experience can benefit CMHC.

**3.6.22 Proponent Experience (R)****Rate: 1 - 10****Weight: 25**

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

1. The number of years conducting business in Canada;
2. The number of years supporting Audio Visual equipment and related peripherals similar to CMHC's requirement;
3. The number of years installing and implementing of Audio Visual equipment and peripherals;
4. Ability to provide support and maintenance services to clients with offices across Canada;
5. Indicate the number of Certified Video Conferencing Engineers (CVE) for POLY product suite, Crestron, and Microsoft Surface Hubs. A proponent may list any other training not listed here that is pertinent;
6. Indicate the number of hardware service technicians in the following cities Ottawa, Halifax, Montreal, Toronto, Calgary, and Vancouver or your ability to provide services to these sites;
7. Provide evidence of your demonstrated ability to meet the full scope, scale and complexity of the SOW requirements;
8. A list of the subcontractor(s) you propose to use if any, and an outline of each subcontractor's(s') industry experience, as well as your company's experience with using these same subcontractors;
9. Any other relevant information.

**3.6.23 Proponent References (R)****Rate: 1 - 10****Weight: 10**

The proponent should provide two (2) active references where the proponent is the prime contractor for its client, which encompass a similar size and scope to CMHC such as;

1. Microsoft Office 365 cloud-based collaboration system, which includes Microsoft Surface Hubs (v1 and/or v2) and Polycom Trio series, Polycom RealPresence Group series and Crestron integration with room controls and booking software. (Equivalent configuration are also accepted)
2. Equipment purchased from the proponent;
  - a) Installed by the proponent;
  - b) Maintained by the proponent or authorized sub-contractor.
3. Providing similar maintenance services:
  - a) On-site services;
  - b) 1-hour response;
  - c) In similar locations across Canada.
  - d) On an IP-based network consisting of at least 2,000 users.

For each reference, the proponent should include as a minimum:

1. Name of client organization and address.
2. Name, title, telephone number and email of client contact.
3. Extent and complexity of support provided to the client, such as warranty, help desk, network management, maintenance, operation, etc.

CMHC reserves the right to include in their evaluation of a proponent's references, the evaluation of any additional information customers of the proponent provide to CMHC if CMHC feels are relevant to the CMHC Audio Visual RFP.

***Any reference that cannot be contacted by the Evaluation Team will not be evaluated.***

**3.6.24 Project Team and Project Methodology (R)****Rate: 1 to 10****Weight: 2**

The proponent should provide information on the project team that would deliver the services of the SOW. Include the following information in your description:

- a) List the number of project managers within your firm;
- b) Identify the physical location where a project manager will be performing their work;
- c) List the number, of similar size, scope and complexity projects that your project managers have been involved in;
- d) Describe the proposed project manager's roles and responsibilities.

**3.6.25 Product Allocation (R)****Rate: 1 - 10 Weight: 5**

The proponent should describe their product allocation strategy and lead time required for major equipment rollout orders during the life of any resulting Agreement.

**3.6.26 Equipment Installation (R)****Rate: 1 - 10 Weight: 5**

The proponent is to describe their proposed installation procedures, including processes to ensure scheduled installation date, quality assurance, and delivery of services.

**3.6.27 Service Response, Restoration and Maintenance Pricing (R)****Rated: 1 to 10 Weight: 80**

The proponent(s) should provide pricing to meet the service response time for maintenance of the Audio Visual infrastructure. The proponents are to provide a proposal to ensure all Audio Visual equipment in all CMHC sites as per Appendix E is restored to operations within 2 hours of placing a problem call.

The proponent is required to meet a 95% average service level for all locations, as measured monthly within each CMHC region.

The proponent should provide a sliding service level credits for missing the service level agreement. For example, 5% credit of monthly maintenance fees for service levels in a region ranging from 90% to 94.999%, 10% credit of monthly maintenance fees for service levels in a region ranging from 85% to 89.999%, and so on.

If operations are restored as part of an interim solution or fix, then the proponent shall provide CMHC, a restoration plan, within 24 hours of the interim restoration, with timelines for a permanent solution, which fully restores equipment or system functionality.

The proponent shall provide pricing for the Service Response and Maintenance Pricing requirements in the Financial Cost Sheet – Appendix F

**3.6.28 Direct Manufacturer Technical Support (R)****Rate: 1-10 Weight: 20**

CMHC is seeking access to direct manufacturer technical support to report problems, ask product-related questions, and receive parts or assistance. This service should include as a minimum:

1. Audio Visual equipment and service support;
2. Unlimited access to the manufacturer technical support site/engineers
3. Software downloads such as new major releases, upgrades, patches, and updates, as they are made for “general” release by the manufacturer;
4. Advance parts replacement;
5. Access to an Audio Visual test facility;

6. On-site support and e-support; and
7. Escalation support

### **3.6.29 Pricing of New Audio Visual Equipment (R)**

**Rate: 1-10**

**Weight: 50**

Based upon the specifications in the Financial Cost Sheet – Appendix F, the proponent shall provide pricing for New Audio Visual equipment.

### **3.6.30 Professional Services (R)**

#### **1. Room Coordinator**

**Rate: 1- 10**

**Weight: 5**

The proponent shall describe their ability to provide a Room Coordinator to assist with meetings, Audio Visual conferences, and presentations. The proponent should be able to provide a Room Coordinator in Ottawa, if required and requested by CMHC, upon receipt of at least forty-eight (48) hours' notice from CMHC. CMHC requires that the proponent provide firm rates for the services of a Room Coordinator in Ottawa in the attached Appendix G. These rates shall not include any travel or accommodation expenses. The use of Room Coordinators shall be at the sole discretion of CMHC on a pay per use basis.

The Room Coordinators must be skilled in the proper operation of all the installed equipment and infrastructure and must be fluent in English and French.

Proponents are required to complete the cost matrix in Appendix G

#### **2. Room Design**

**Rate: 1- 10**

**Weight: 5**

The proponent shall describe their ability to provide a design consultant for advice on setting up a CMHC Audio Visual or collaborative room, and boardrooms. The proponent is expected to advise on wall colouring, layout, lighting, window coverings, types of equipment for optimal Audio Visual reception, and any other aspects that would contribute to a successful video conference. The use of the Room Designer services shall be at the sole discretion of CMHC on a pay per use basis

CMHC requires that the proponent provide firm rates for these services. Proponents are required to complete the cost matrix in Appendix G. These rates shall not include any travel or accommodation expenses.

#### **3. On-Site Technician**

**Rate: 1- 10**

**Weight: 15**

The proponent shall describe their ability to provide on-site technical assistance for the following types of work, including but not limited to:

1. Install new Audio Visual equipment,
2. Equipment configuration and testing,
3. Move Audio Visual equipment:
  - a. on premises; or
  - b. to new locations.

The proponent shall list costs to provide on-site technical assistance in Appendix G.

These rates shall not include any travel or accommodation expenses. The use of On-site Technicians shall be at the sole discretion of CMHC on a pay per use basis.

#### **4. Installation (project manager)**

**Rate: 1- 10      Weight: 10**

The proponent shall describe their ability to provide a projector manager to coordinate the proponent's work with other groups and contractors for the following types of work, including but not limited to:

1. Large installation of new Audio Visual equipment,
2. Large moves of Audio Visual equipment:
  - a. on premises; or
  - b. to new locations.

The proponent shall list costs to provide Installation (project manager) in Appendix G.

These rates shall not include any travel or accommodation expenses. The use of project managers shall be at the sole discretion of CMHC on a pay per use basis.

#### **5. Installation (programmers)**

**Rate: 1- 10      Weight: 10**

The proponent shall describe their ability to provide a programmers to configure and or perform testing of the equipment for the following types of work, including but not limited to:

1. Large installation of new Audio Visual equipment,
2. Large moves of Audio Visual equipment:
  - a. on premises; or
  - b. to new locations.

The proponent shall list costs to provide Installation (programmers) in Appendix G.

These rates shall not include any travel or accommodation expenses. The use of programmers shall be at the sole discretion of CMHC on a pay per use basis.

**6. Training****Rate: 1- 10      Weight: 5**

The proponent should state their ability to provide end-user training on the CMHC Audio Visual equipment components and offer user training in both official languages. The proponent shall list their offerings of user training on the equipment and services currently installed at CMHC (Appendix G), and any new equipment and services acquired from the successful proponent. Training should be available in half or full-day increments and be provided in both official languages.

The proponent to list all costs of labour, travel, training material and any other related costs for user training services delivered during regular, local business hours or outside regular, local business hours in Appendix G.

**7. Advisory / Ad-Hoc Resources****Rate: 1- 10      Weight: 5**

CMHC may require advice and assistance from the proponent from time to time throughout the life of the ensuing Agreement. The proponent shall describe their ability to provide various technical resources that may be required on a per diem basis.

Specifically, the Per-Diem Rate Table must include proposed rates for:

1. Technical Architect or Senior Systems Engineer with technical, project management, and systems skills possession experience and specific skills on Audio Visual technologies.
2. A Certified Video Conferencing Engineer (CVE) with technical and systems skills specific to Audio Visual technologies.

Details of the proposed pricing associated with these resources must be presented according to the format of the Financial Cost Sheet – Professional Services (Appendix G). Rates must be firm for the initial term of the ensuing Agreement and must identify all travel, living, and any other related expenses where applicable.

**3.6.31 Pricing for Professional Services (R)****Rated: 1-10      Weight: 35**

The proponent shall provide costs for professional services as outlined in 3.6.32 in Appendix G

**3.6.32 Innovative or Value-Added Offerings (R)****Rate: 1 - 10      Weight: 5**

Proponents are to describe any innovative or value-added offerings that can be proposed such as:

- ° Warranty uplifts – ie. second and third year at no additional cost
- ° Additional components at no additional cost such as memory upgrades
- ° Evaluation or repair spare units at no cost

- ° Delivery or installation at no cost
- ° Training at no cost
- ° Waiver of assessment charge

**3.6.33 Install Considerations (R)****Rate: 1 - 10****Weight: 5**

Proponents are to describe their ability to receive, unpack, pre-configure, move, install, and test the types of equipment listed in Appendix F. Proponents must consider the lead time to place all orders with the manufacturers, receive all equipment at their location, then move to 700 Montreal road, unpack and install the equipment when CMHC gives the approval to install. Proponents should note that the time to start installation and testing could be as short as one week. Proponents are requested to describe how a short installation period will be accommodated if the need arises.

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## 4 SECTION 4 PROPOSAL REQUIREMENTS

### 4.1 Overview of Section 4

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

Response Item

#	Item
4.3	Covering Letter
4.4	Executive Summary
4.5	Proponent's Qualifications
4.6	Response to Statement of Work
4.7	Project Management Plan
4.8	Financial Information
4.9	Other Information
4.10	Pricing Proposal

Elaborate or unnecessarily voluminous proposals are not desired. Proponents are encouraged to take care of completely answering questions and proposal requirements and to avoid submitting extraneous materials that does not show how the proponent intends to meet requirements.

Requirements for each Response Item are detailed below.

### 4.2 Mandatory Proposal Requirements

Certain requirements in section 4 are identified as mandatory. See Section 1.7 for a description of mandatory requirements.

### 4.3 Covering Letter

A covering letter on the proponent's letterhead should be submitted and include the following:

- (a) A description of the company or joint venture/consortium.
- (b) The names of the individuals who are the principals of the proponent.
- (c) Contact information for the primary contact person with respect to this RFP, including the individual's name, address, and contact numbers by phone, and contact e-mail address, if available.
- (d) The locations of primary and all other offices that would be servicing the Agreement.

#### 4.4 Executive Summary

The proponent's proposal should include an executive summary highlighting the following:

- (a) Key features of the proposal, features that make the proposal advantageous for CMHC, innovative approaches to meeting the requirements, and cost-saving opportunities.
- (b) A brief statement of the proponent's qualifications to meet CMHC's stated requirements.

#### 4.5 Proponent's Qualifications

#### MANDATORY

The proponent's proposal must include information about the proponent's qualifications as follows:

- (a) A description of the proponent's organization, its history, legal status, number of full-time employees, and areas of specialization.
- (b) Résumés for key personnel who would be assigned to the project, including subcontractors, if any.

#### 4.6 Response to Statement of Work

#### MANDATORY

In this section, the proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work.

#### 4.7 Project Management Plan

The proponent shall describe a high-level project management plan including (no more than three (3) pages)

- (a) Project Management Approach. The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control. The proponent shall describe its approach to quality control, including:
  - details of the methods used in ensuring the quality of the work, and
  - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC. The proponent shall describe its status reporting methodology, including details of written and oral progress reporting methods.
- (d) Work Schedule. The proponent shall describe the method it will use to ensure compliance with the work schedule.
- (e) Interface with CMHC. The proponent shall describe and explain
  - its intended interface points with CMHC
  - all available interface mechanisms, and
  - how interface issues and difficulties will be resolved.
- (f) The proponent's plan for ensuring the continuous improvement of its practices and procedures for delivering the services.

## 4.8 Financial Information

Proponents are not expected to submit confidential financial information with their proposal. However, CMHC reserves the right to conduct an assessment of the lead proponent(s) financial capacity. Once a lead proponent is selected following the RFP evaluation process, CMHC may request the financial information necessary to confirm the financial capacity of the proponent. This section details the review that may be conducted and the documents that are required of the lead proponent.

### 4.8.1 Financial Capacity Review

### MANDATORY

Failure to comply with the financial information submission requirements set out in this section will result in disqualification of the lead proponent(s) at which time no further consideration will be provided to the respective submission(s).

Once identified, the lead proponent(s) may be requested to provide CMHC the following information, within 72 hours of CMHC's request to permit an analysis of the financial capacity of the lead proponent(s):

#### **Partnerships, Corporations, Joint Ventures and Consortiums:**

Proponents must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years, and any other relevant financial information that CMHC may subsequently request. The auditor's report accompanying the financial statements must be signed by an appropriate officer of the audit firm.

In the event that the financial statements are not audited, they must be accompanied by a signed review engagement report for each set of annual statements.

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 required information. Partnerships of individuals (as opposed to partnerships or corporations) must provide written permission from each partner, allowing CMHC to perform a credit check on them.

## Sole Proprietorships

Proponents that are organized as sole proprietorships must provide a statement contained within their proposal, giving written permission for CMHC to perform a credit check as required. Where financial statements are available, they should accompany the foregoing statement.

### 4.9 Other Information

The proponent may provide other relevant financial information, but is not obligated to do so.

### 4.10 Pricing Proposal

### MANDATORY

The proponent must provide a response outlining the pricing of its proposed solution in a detailed manner.

All prices and amounts of money in the proposal 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. The GST, HST or PST, whichever is applicable, shall be extra to the price quoted and will be paid by CMHC.

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.

#### 4.10.1 Other Costs (M)

For the purposes of this bid and in relation to the costing to be provided in Appendix F and G, Total Installation Costs refers to all costs associated with the provision of Installation services as defined in this RFP.

Specifically, the Total Installation Costs must include:

1. Any and all costs associated with the delivery (such as shipping and handling) of compliant equipment to designated CMHC locations;
2. Any and all costs associated with unpacking equipment at CMHC locations.
3. Any and all costs associated with the proper setup and installation of equipment at CMHC locations.
4. Any and all costs associated with completing proper acceptance testing of newly installed equipment as defined by.
5. Any other tasks required to make the equipment "ready-for-use" by CMHC employees.

**Note:** Any Services component or function identified in the proponent's response (e.g., as required to provide a mandatory or rated function or capability) and which are viewed by the proponent as being

required to attain the objectives of the Audio Visual RFP. *must be costed in the appropriate Financial Cost Sheet*

#### **4.10.2 Equipment Warranty Period (M)**

Warranty periods must be specified for all proposed equipment. The maintenance costs after the expiration of the warranty period shall be specified in the Financial Cost Sheets for 2 years after the normal expiration of the warranty period.

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## 5 SECTION 5 EVALUATION AND SELECTION

### 5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a lead proponent and finalize, and sign an agreement.

**The lowest cost or any proposal will not necessarily be accepted and CMHC reserves the right to accept or reject any or all proposals in whole or in part.**

CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate proposal included in any proponent's response.

As per section 2.11, 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.

### 5.2 Limitation of Damages

The proponent, by submitting a proposal and subject to section 2.11, agrees that under no circumstances will it claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal. The proponent waives any claim for loss of profits or other indirect or special damages.

### 5.3 Evaluation Table

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

### 5.4 Evaluation Methodology

Each proposal will be examined to determine compliance with each mandatory requirement identified in this RFP. A proposal must comply with all of the mandatory requirements in order to proceed in the evaluation process. A proposal that is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal that meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

Each compliant proposal will first be individually evaluated by each member of the Evaluation Committee that is formed by CMHC for this purpose. Evaluators will evaluate each proposal in accordance with the evaluation criteria, as shown in the Evaluation Table, Appendix B. Once individual evaluations are complete, the Evaluation Committee members will discuss their scores and agree upon a final score for each proposal.

**A proposal must meet the minimum upset score 822 to remain in the evaluation process.**

Each compliant proposal that meets the minimum upset scores shall then be award **pricing** points relative to the 'best price' submitted. Proponents will be awarded points as a percentage of the best cost submitted on a compliant proposal:

$$\text{Formula: } 1 - \frac{VP - BP}{VP}$$

Where: **VP is the Vendor Price**  
**BP is the Best Price**

Example 1: Vendor Price: \$1,000.00  
Best Price: \$1,000.00

$$\text{Formula: } 1 - \frac{(1,000 - 1,000)}{1,000} = 1 - 0 = 1 = 100\% \text{ of allocated points}$$

Example 2: Vendor Price: \$2,000.00  
Best Price: \$1,000.00

$$\text{Formula: } 1 - \frac{(2,000 - 1,000)}{2,000} = 1 - \frac{1,000}{2,000} = 1 - .5 = 50\% \text{ of allocated points}$$

A lead proponent will be identified based on the Committee's evaluation.

## 5.5 Financial Evaluation

Once a lead proponent is identified, CMHC may carry out a credit check and/or a financial capacity on the lead proponent. The financial evaluation will be based on the information that is requested as per Section 4.8.1 of this RFP.

The financial evaluation is a pass/fail evaluation to determine whether the lead proponent has the financial capacity required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC. If the lead proponent passes the financial evaluation, CMHC is then in a position to begin contract negotiations. If the lead proponent fails the evaluation, it is disqualified from further consideration.

## 5.6 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposal into a contractual agreement but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the lead proponent's proposal, CMHC will enter into discussions with the lead proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent cannot satisfy CMHC's requirements, CMHC may

terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

By submitting a proposal, proponents agree that if they are selected as a lead proponent, they will enter into contract negotiations in a timely manner and in good faith, and within the framework of the RFP and the proponent's response to the RFP.

The announcement of the successful proponent will be made to all proponents following the signing of an agreement.

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## **6 SECTION 6 DRAFT AGREEMENT**

### **6.1 Overview of Section 6**

Attached in Section 6.2 is a draft agreement containing terms and conditions that will form the basis of the agreement resulting from this RFP. CMHC reserves the right to add, delete or revise terms and conditions during negotiations.

The proponent's proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC form part of the final contract and the proponent must accept that the final contract form will be in a format acceptable to CMHC.

**Submission of a proposal constitutes acknowledgement that the proponent has read and agrees to be bound by the terms and conditions in the draft agreement in Section 6.3 in the event that the proponent is selected by CMHC to enter into a contract.**

For the purposes of this section, the term "Contractor" refers to the successful proponent with whom CMHC enters into an agreement.

### **6.2 Mandatory Contract Terms and Conditions**

The terms, conditions or sections of the draft contract in Section 6.3 that are labelled mandatory must be accepted by the proponent without alteration.

### **6.3 Draft Agreement**

The Agreement is on the next page.

**Remainder of page blank.**

**DRAFT AGREEMENT**

CMHC FILE No.

**THIS AGREEMENT (the “Agreement”)**

**BETWEEN**            **CANADA MORTGAGE AND HOUSING CORPORATION**  
National Office  
700 Montreal Road  
Ottawa, Ontario, Canada  
K1A 0P7  
(hereinafter referred to as "CMHC")

**AND**

(hereinafter referred to as "the Contractor")  
(individually a “Party”, collectively the “Parties”)

**WITNESSES THAT** in consideration of the respective covenants and agreements of the Parties, CMHC and the Contractor mutually covenant and agree as follows:

**Article 1.0 - The Services**

- 1.1** The Contractor covenants and agrees to provide in accordance with the Statement of Work attached as Schedule “A” (the “Services”). *{Provide general description of services.}*
- 1.2** The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.
- 1.3** A complete list of CMHC sites to be serviced is provided in the RFP and shall form part of this Agreement.
- 1.4** The Contractor shall assign personnel satisfactory to CMHC to perform the Services. CMHC may require the Contractor to withdraw and replace any person and require that the Contractor promptly provide a replacement satisfactory to CMHC.
- 1.5** The Contractor shall deliver the Services in accordance with the project schedule set forth in Schedule A, and if Schedule A does not contain a project schedule, then the project schedule shall be as advised by CMHC. The Contractor acknowledges that time is of the essence in completing the Services and that the Contractor's failure to deliver any Services in accordance with the required schedule will result in expense and damage to CMHC.

- I.6** CMHC will issue a Purchase Order (PO) for every purchase under this Agreement. The Contractor must receive a CMHC PO before beginning to deliver goods or services under this Agreement.
- I.7** The Contractor represents and warrants that
- (i) it is a duly incorporated, validly subsisting corporation in good standing under the laws of Ontario;
  - (ii) it has the corporate power and capacity to enter into, fully perform, be responsible for and meets all the obligations set forth in this Agreement;
  - (iii) each of its personnel assigned to perform the Services shall have the proper skill, training and background and will perform the Services in a competent and professional manner in keeping with industry standards;
  - (iv) all Services will be performed and maintain the service levels in accordance with the requirements of this Agreement including all appendices hereto;
  - (v) software deliverables will
    - (a) be free from defects in design, material and workmanship and conform to and perform in accordance with the requirements of this Agreement including the software specifications for a period of twelve (12) months from delivery or such other period as specifically agreed in writing by CMHC International,
    - (b) be free of material errors, virus-free and malware free, and (c) contain no open source that has not been notified in advance to CMHC International;
  - (vi) the Contractor including its personnel shall not, with respect to any deliverable, knowingly infringe any third party intellectual property rights;
  - (vii) CMHC will receive free, good and clear title to all work product; and
  - (viii) the Contractor is in compliance with any applicable third party licenses related to any deliverables provided under this Agreement including but not limited to any open source software licenses. If the Contractor or its personnel perform non-conforming Services or provide non-conforming deliverables, CMHC may, in addition to any other remedy, require the Contractor, including its personnel, to correct the non-conforming deliverables or re-perform the non-conforming Services, at the Contractor's cost and expense. If the Contractor or its personnel do not reasonably correct the non-conforming deliverables or re-perform or correct the non-conforming Services, CMHC may at its sole discretion correct the non-conforming deliverables or obtain replacement Services from another source at as reasonable a cost as is practicable with such cost to be borne by the Contractor and reduce any payment owing by CMHC accordingly.
- I.8** The Contractor undertakes, and the Contractor shall ensure that Contractor's personnel and subcontractors assigned to perform the Services undertake, to:
- a) Devote best efforts to provide the Services in accordance with the requirements of CMHC and this Agreement;
  - b) Promptly respond to any reasonable request for information made by CMHC concerning the Services;

- c) Comply, while visiting or working at CMHC's facilities, and abide by all facility rules and regulations, of which the Contractor and the Contractor's personnel is provided notice, including without limitation any security requirements;
- d) Comply with all applicable laws, order, rules, regulations, ordinances, permits, licenses and visas, including without limitation any applicable guidelines and directives, of any local, state, provincial, federal or foreign government authority that govern or apply to the Services;
- e) Respect and adhere to all CMHC's policies as are advised in advance to the Contractor and the Contractor's personnel including, without limitation, policies regarding the use of software, communications networks, databases, computers or computer networks and files belonging to CMHC; and
- f) Use the Contractor's or the Contractor personnel's own equipment, tools and material, including but not limited to, electronic devices such as computers and mobile telephones, necessary to perform the Services for CMHC, except as otherwise specifically agreed in writing with CMHC.

**1.9** The Contractor covenants and agrees that it shall not subcontract or delegate the performance of the Services except as provided in this Agreement without the prior written consent of CMHC. If CMHC consents to the Contractor subcontracting a portion of the Services, the Contractor shall flow down to those subcontractors, all the requirements specified in this Agreement and the sub-contractor's provision of Services shall be subject to this Agreement, all of its schedules, and addendums thereto. Nothing contained in this Agreement or otherwise shall create any contractual relationship, or payment obligation, between CMHC and any subcontractor, and no subcontract shall relieve the Contractor of its responsibilities or obligations hereunder. The Contractor shall be fully responsible and liable to CMHC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them (as it is for the acts and omissions of persons directly employed by the Contractor), including ensuring their full compliance with all terms of this Agreement.

## **Article 2.0 - Term of the Agreement**

- 2.1** The term of the Agreement shall be for a period of commencing on and terminating on [unless earlier terminated as provided in this Agreement](#). (the "Initial Term").
- 2.2** Notwithstanding article 2.1 above, CMHC shall conduct on an annual basis, an assessment of the Contractor's work performed for the past year and based on this assessment, at no less than sixty (60) days prior to each year's anniversary date of signing the agreement, CMHC will advise the Contractor in writing of their decision to continue or terminate the Agreement.
- 2.3** **Renewal**

The Agreement may be renewed at CMHC's sole discretion for additional, year terms,

not to exceed a cumulative total of years. The Contractor shall provide ninety (90) days' notice that termination is pending

Collectively, the Initial Term and any renewal term shall be referred to as the "Term".

### **Article 3.0 – Financial**

- 3.1** In consideration of the full, satisfactory and timely performance 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. Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$ for Services provided during the initial term of the Agreement. Pricing increases may be negotiated for each successive renewal term where applicable.
- 3.2** The amount payable to the Contractor by CMHC pursuant to article 3.1 is inclusive of all taxes, impositions, charges, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.
- 3.3** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

Any payments made to the Contractor by CMHC pursuant to article 3.1 in respect of services rendered in Canada by a non-resident of Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from amounts payable to the Contractor, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency. After having made payment to the Canada Revenue Agency, CMHC shall issue an NR4 by the end of February of the following year that will show the amount, which will allow the Contractor to offset income taxes payable.

### **3.4 Invoicing**

The Contractor shall submit detailed invoices to CMHC at regular intervals during the Term, and at least on a quarterly basis, describing the Services provided during the period covered by the invoice. 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.

The Contractor must submit separate invoice from all others for any work performed by a non-resident of Canada performed within Canada.

All invoices, notices and requests for payment must make reference to the relevant CMHC PO number and be sent electronically to [accountspayable@cmhc-schl.gc.ca](mailto:accountspayable@cmhc-schl.gc.ca). Failure to do so may result in delays of payment.

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the services were performed in accordance with the terms and conditions of the Agreement. In the event that the services do not meet the standards set out in the Agreement, CMHC may take such action as reasonably necessary to correct the Contractor's default, including, without limitation, the following:

- a) directing the Contractor to redo the work that was not completed in accordance with the Agreement;
- b) withholding payment;
- c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor;
- d) terminating the Agreement for default and /or seek indemnification from the Contractor for losses suffered by CMHC as a result of such default..

### **3.5 Payments**

#### **3.5.1 Method of Payment**

All payments due under the Agreement will be made by means of Electronic Funds Transfer ("EFT"). The Contractor is responsible for providing CMHC with all the information set out in section 3.5.2 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

#### **3.5.2 Direct Deposit and Income Tax Reporting**

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments 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 CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor is required to complete and sign a Vendor Information Form (CMHC/SCHL 68964) prior to commencement of the Term. Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any

errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

### **3.6 Audit**

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. 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 CMHC'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 CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

## **Article 4.0 - General Terms and Conditions**

### **4.1 Termination**

#### **4.1.1 *No fault termination***

Notwithstanding articles 2.1 and 2.2 above, CMHC may terminate the Agreement for any reason with no liability, penalty or charge to CMHC by giving thirty (30) days written notice at any time during the Term.

#### **4.1.2 *Termination for Default of Contractor***

CMHC may, by giving 10 days prior written notice to the Contractor, terminate this Agreement without liability, penalty or charge with respect to all or any part of the contract for any of the following reasons:

1. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
3. There is a change in control of the Contractor 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 Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to

the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Agreement;

4. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, 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 Contractor; or

5. The Contractor or its personnel breach the provisions of Section 4.2 (Intellectual Property Rights) or Section 4.3 (Confidentiality and Non-Disclosure of CMHC Information); or

6. If the Contractor or its personnel commit gross misconduct, fraud or other unlawful acts CMHC may terminate the SA immediately.

#### **4.1.3 CMHC's Obligations upon Termination**

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, such value to be determined in accordance with the rate(s) specified in the Agreement or a statement of work. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

#### **4.1.4 Contractor's Obligations upon Termination**

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and forward it to CMHC. The Contractor shall provide CMHC with reasonable transitional assistance at the rates specified in the Agreement, or if no rates are specified at the contractor's standard rates.

#### **4.1.5 Termination Assistance**

Commencing six (6) months prior to expiration of the Term or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement, the Contractor shall provide CMHC with reasonable termination assistance as requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

### **4.2 Intellectual Property Rights**

All material, reports and other work product produced under this (RFP and the resulting) Agreement will be the sole property of CMHC. The Contractor warrants that the



Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this Agreement and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein

Nothing in this Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all personal information, whether or not it is marked as confidential.

#### **4.3 Confidentiality and Non-Disclosure of CMHC Information MANDATORY**

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 fulfil the requirements of the Agreement, 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 Contractor, subcontractor, reseller, agent or any other person engaged to perform the Services under the Agreement.

The Contractor acknowledges and understands that CMHC considers all CMHC Information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information under which CMHC is bound.

The Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Contractor shall restrict access to CMHC Information to those person who have a need to know this information in order to perform the Work under the Contract.

The Contractor undertakes, and the Contractor agrees to ensure that the Contractor's personnel undertake, during the Term of this Agreement and thereafter until such time as the CMHC Information becomes available in the public domain (other than as a result of a breach of this Agreement) or until otherwise specifically agreed in writing by CMHC:

- a. To preserve in strict confidence and not disclose to any third party any CMHC Information and not use the CMHC Information directly or indirectly for any purpose other than for the performance of Services under this Agreement; and
- b. Not to copy, reproduce, divulge, publish or circulate (or authorize or permit anyone else to copy, reproduce, divulge, publish or circulate) any CMHC Information except that as may be reasonably required for the performance of Services under this Agreement. Any copies of the CMHC Information made by the Contractor, including its personnel, shall contain the same proprietary notices that appear on the original information.

**In the event that a breach of confidentiality occurs, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.**

Where the Services are sensitive in nature, CMHC may require that the Contractor provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

Any documents provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

*Information must remain in Canada*

The Contractor 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 other information by physical or electronic means. CMHC Information must not be accessible to anyone outside of Canada. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

#### **4.4 Official Languages**

#### **MANDATORY**

The Contractor acknowledges and understands that CMHC is governed by the **Official Languages Act** and follows related Treasury Board Policies. The Contractor agrees to take any measures necessary to ensure compliance with the Act and those policies. When providing services to or communicating with CMHC employees, in person, over the phone or in writing (including electronic correspondence), the Contractor must actively offer bilingual services in and indicate clearly by verbal and/or visual means that employees can communicate with and obtain available services in either English or French. The Contractor must also ensure that there is sufficient capacity to provide services that are comparable in terms of quality and timeliness in both official languages.

#### **4.5 Assignment of the Agreement**

#### **MANDATORY**

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which consent may be withheld by CMHC for any reason. It is understood and agreed that the Contractor may engage other entities to assist the Contractor in providing any of the Services, provided that the Contractor shall at all times remain responsible for the provision and quality of the Services in a manner which fully recognizes and respects the confidential nature of the Services. The

Contractor undertakes to advise such entities in writing that they are independent contractors, and are not employees or agents of CMHC. No assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

#### 4.6 Conflict of Interest

#### MANDATORY

- (a) The Contractor and its principals, employees, agents and subcontractors shall avoid any real, potential or apparent conflict of interest during the Term and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The Contractor shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.
- (b) The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- (c) In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All work product that has been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount, which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- (d) Any public office holder or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act* in order to derive a direct benefit from any Agreement which may arise from this request for proposal

#### 4.7 Contractor's Indemnification

The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the Services. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor. The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence.

#### **4.8 Independent Contractor**

The Contractor is and shall be an independent contractor. The Contractor and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

#### **4.9 Contractor's Authority**

The Contractor 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.

#### **4.10 Insurance**

The Contractor shall, at its own expense, procure and maintain or cause to be procured and maintained in force for the duration of this Agreement;

The policy limits set forth may be provided in any combination of primary and umbrella/follow-form excess insurance policies.

##### **A) Commercial General Liability Insurance**

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 inclusive for personal injury, bodily injury (including death) and property damage for any one occurrence or series of occurrences arising from one cause. The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, liability for broad form products and completed operations, contractor's liability, non-owned automobile, employer's liability, contractual liability and liability specifically assumed under this Agreement. Canada Mortgage and Housing Corporation shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

##### **B) Professional/Miscellaneous (Errors & Omissions ) Liability**

Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$3,000,000 per claim, providing coverage for, but not limited to, economic loss due to actual or alleged acts, errors or omissions or wrongful acts committed by the Contractor, its agents or employees in the performance of services. The Contractor shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.

**C) Commercial Automobile Insurance**

Commercial Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000 combined single limit per accident for bodily injury (including death), statutory accident benefits and property damage per occurrence.

**D) Worker's Compensation**

Worker's compensation coverage for all employees engaged in the Services in accordance with the statutory requirement of the province, territory or state in which the Services are being performed.

**E) Crime/Employee Dishonesty Insurance**

Fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada with limits of not less than \$100,000, extending coverage to all owned and non-owned property for which the Contractor is legally liable including a Third Party endorsement in favour of Canada Mortgage and Housing Corporation. The policy shall add Canada Mortgage and Housing Corporation as loss payee.

**F) Other conditions**

- I. If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by Contractor pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it. All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this insurance clause. In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel, or intends to make or has made a material change to, any insurance referred to in this insurance clause. A certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.
- II. Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement and any other

contract to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by persons acting prudently and in a similar business to that of such subcontractor or independent contractor. It shall be the sole responsibility of the Contractor 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 Agreement.

#### **4.11 Contractor Safety**

The Contractor, at its own cost, shall at all times while upon any property or premises of CMHC, provide all necessary and sufficient safeguards and take all proper precautions against risks of loss of life or injury to any persons, or damage to, or destruction of any property

#### **4.12 Labour and Health Conditions**

The Contractor shall comply with all labour conditions, and with all health conditions and requirements, from time to time applicable to the Services.

#### **4.13 No Limitation**

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

#### **4.14 Non-Compliance or Default by Contractor**

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

#### **4.15 Force Majeure**

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, Acts of God, actions of public enemies,

strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

The Contractor shall take all reasonable means to resume fulfillment of its obligations. Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under the Agreement, CMHC may secure the services of other qualified contractor to perform the Services without further compensation or obligation to the Contractor.

#### **4.16 Non-Waiver**

Failure by either Party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

#### **4.17 Laws Governing Agreement**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable therein. The Parties attorn to the jurisdiction of the Federal Court or the courts of the Province of Ontario as appropriate in the circumstances.

The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the Services or the performance of the Agreement.

#### **4.18 Corporation Identification**

It is agreed that the Contractor will make no use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

#### **4.19 Access to CMHC Property**

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement, CMHC agrees to permit access by the Contractor's employees or subcontractors onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement on condition such employees or subcontractors meet the appropriate security screening as per Government of Canada security screening classification and CMHC IT security policies and procedures prior to CMHC granting any such access. However, CMHC reserves the right to refuse entry of Contractor's personnel for operational reasons or in cases of emergencies. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site or does not meet the security screening requirements for the Services they are intended to perform.

The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

#### **4.20 Suspension of Services and Changes in Specifications**

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 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 Contractor. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the work, the contract price shall be adjusted accordingly provided that the Contractor 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.

#### **4.21 Closure of CMHC Offices or Suspension of Operations**

- (a) Where services are being provided by the Contractor pursuant to this Agreement on CMHC premises and the premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, and where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, payment to the Contractor hereunder may be suspended or modified. Payment will be suspended in full after 48 hours written notice unless the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement and is unable to mitigate its losses due to such obligations. Based on such evidence and the extent to which the Contractor is able to mitigate, CMHC may continue payment in full (subject to clause (b) below), or at a reduced amount, or suspend payment completely.
- (b) Notwithstanding clause (a) above, if closure is continued beyond one calendar week, payment under this Agreement may be suspended in full immediately, on further written notice to the Contractor, until reopening permits the services to continue.

#### **4.22 Extras**

Except as otherwise provided in the Agreement, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing in advance by CMHC. For clarity CMHC may require the Contractor to perform additional Services at any time during the Term of the Agreement, as defined by CMHC and outside the scope of the Services as defined herein. When additional Services are required, CMHC will provide the Contractor a written description of the additional Services and the Contractor shall submit a firm price and time schedule for completing the additional Services.



The Contractor will not commence any additional Services until the Agreement Administrator has secured required approvals for the amendment and issued an approved, written Agreement amendment.

The Contractor commits to implement requested changes within thirty (30) days of notification by CMHC.

#### **4.23 Reports**

Where reports are prepared, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. More particularly,

- (i) the body of the report shall include the main factual and analytical information and policy recommendations shall be separated to minimize potential restriction;
- (ii) policy recommendations and supporting materials shall be attached as appendices; and
- (iii) the report shall stipulate that the copyright remains with CMHC.

Upon request, the Contractor will supply, an executive summary of the main findings and recommendations of any report and a copy of the report in any standard format that CMHC may prescribe, in accordance with CMHC's information technology requirements.

#### **4.24 Ownership**

- a. All reports prepared exclusively for CMHC shall remain the property of CMHC and all copyrights thereto are the property of CMHC 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 CMHC and obtained by the Contractor during the course of execution of its duties under this Agreement shall remain the property of CMHC and shall not be used in any way or disclosed to anyone without the prior written consent of CMHC.

#### **4.25 House of Commons**

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

#### **4.26 Binding**

This Agreement shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns

#### 4.27 Severability

If any part of the Agreement is determined to be unenforceable by a competent authority, it may be severed from the Agreement so as to preserve the intentions of the Parties to the extent possible.

#### 4.28 Scope of Agreement

This Agreement contains all of the agreements of the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties except those set out herein or attached as Specifications, Conditions and Addendum and signed by both Parties. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

### Article 5.0 - Agreement Administration

#### 5.1 Contract Administrator

Each Party shall assign a contract administrator that will be responsible for overseeing the Agreement. The individuals named in section 5.2 are the initial agreement administrators.

The Parties shall notify the other in writing in the event that the contract administrator is changed. CMHC will notify the Contractor in writing of the names of any CMHC representatives who are authorized to assign jobs and approve payments with respect to the work carried out under this Agreement.

#### 5.2 Notices

All invoices and requests for payment must make reference to the relevant CMHC PO number and be sent electronically to [accountspayable@cmhc-schl.gc.ca](mailto:accountspayable@cmhc-schl.gc.ca). Failure to do so may result in delays of payment.

#### **Administrator for CMHC;**

**Canada Mortgage and Housing Corporation  
700 Montreal Road  
Ottawa, Ontario, K1A 0P7**

#### **For Technical and Purchase issues:**

Terri Bourbonnais  
Phone: (613)-748-4848  
e-mail: [IT Commercial Oversight/Surveillance des services commerciaux  
<ITCommercialOversight@cmhc-schl.gc.ca>](mailto:ITCommercialOversight@cmhc-schl.gc.ca)

#### **For Contract issues:**

Bill Finnagan  
Phone: (613)-748-2518  
e-mail: [ProcurementSourcing\\_Sourcesd'approvisionnement@cmhc-schl.gc.ca](mailto:ProcurementSourcing_Sourcesd'approvisionnement@cmhc-schl.gc.ca)

To the **Contractor** at the following address:

[Click here to enter text.](#)

Phone:

Fax:

E-mail:

### **5.3 CMHC Technical Representative - Managed Contract**

CMHC will appoint one or more CMHC employees or other personnel including a third party service provider, employed by CMHC as its technical representatives (Representative) for the purposes of the Services that is being undertaken. The Contractor will be entitled to rely on all oral and written orders and instructions issued by any Representative including, without limitation, instructions to initiate services, incur expenses and in management functions related to the Agreement on CMHC's behalf. CMHC reserves the right to select and reassign any Representative. Furthermore, CMHC will remain responsible for its Representatives' performance of such Services to the same extent as though such Representatives were employees of CMHC.

## **Article 6.0 - Documents comprising the Agreement**

**6.1** The documents which comprise the entire agreement between the Parties with respect to this matter consist of the following:

- (a) This form of Agreement as executed ;
- (b) CMHC's Request for Proposal dated ;
- (c) The Contractor's submitted Proposal dated ; and

together with all written change notices issued by CMHC hereunder and such further specifications and documents as the Parties may agree in writing.

**6.2** The documents comprising the Agreement are complementary and what is called for in any one shall be binding as if called for by all. The Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of a conflict between them, the Agreement documents shall have precedence among themselves in the order as listed above.

## **7. Article 7.0 - Miscellaneous**

- 7.1.** The Contractor's obligations under Articles 3.6 (Audit), 4.2 (Intellectual Property Rights), 4.3 (Confidentiality and Non-Disclosure of CMHC Information), 4.17 (Laws Governing Agreement), 4.24 (Ownership) and this Section 7.1 shall survive the expiry or termination of the Agreement regardless of the method or manner in which it is terminated.
- 7.2.** No amendment, supplement or restatement of any provision of the Agreement is binding unless it is in writing and signed by each of the Parties to the Agreement.
- 7.3.** The Agreement and any amendment, supplement or restatement of any provision of the Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

**7.4. Conduct of the Services**

As it relates to the provision of hardware and software under the terms of this Agreement, the Contractor agrees to carry out the Services diligently and to provide efficient supervision and inspection thereof and represents that the Services will be of proper quality, material and workmanship and in full conformity with the specifications, drawings, models or samples, if any. CMHC shall have access to the Services at all times and may make such inspections and tests of the Services and of parts, materials and Services in process as CMHC may think fit.

As it relates to the provision of hardware, software or service delivery under the terms of this Agreement, where the Contractor perceives that the delivery of any of its goods and/or Services is adversely affected by the conduct of any work at CMHC's premises or by another contractor, the Contractor must notify CMHC immediately to facilitate remedial action.

The Contractor shall not stop or suspend Services pending the settlement or determination of any differences arising under this Agreement unless so instructed by CMHC

**7.5. Warranty**

- a) Unless otherwise provided in this Agreement and notwithstanding prior inspection and acceptance of any Services by CMHC and without restricting any other terms of the Agreement or any condition, warranty or provision implied or imposed by law, the Contractor warrants that for a period of twelve (12) months for the Audio Visual equipment from the date of completion of the Services, the Services shall be free from all defects in material and workmanship and conform with the requirements of any Agreement between the Parties.
- b) In the event of a breach of the Contractor's warranty set out in subsection (a), the Contractor, on the request of CMHC, shall redo, correct or make good at its own option and expense the Services found to be defective or in non-conformity with the requirements of any CMHC Agreement.

- c) If the Services or any part thereof is found to be defective or non-conforming, CMHC may, but is not obliged to, require that the repair or replacement take place at the Contractor's plant or place of business and not at the work site and the Contractor shall be responsible for any costs incurred and all risks during moving and correcting the defective or non-conforming Services.
- d) If the Contractor fails to correct the defect or deficiency within seven (7) days upon receipt of written notification from CMHC, CMHC may correct the defect or deficiency and the costs incurred shall be deducted from any money owing to the Contractor under this or any other Agreement between the Parties.
- e) The equipment supplied by the Contractor shall be warranted against defects in manufacturing and installation for one (1) year after final system acceptance by CMHC or for any other longer period stated in the technical specifications. These product warranties shall be issued by the manufacturer for the benefit of CMHC.

**Remainder of page blank**

**IN WITNESS WHEREOF** this Agreement has been executed by duly authorized officers of the Parties as follows:

**[CONTRACTOR LEGAL NAME]**

**CANADA MORTGAGE AND HOUSING CORPORATION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SCHEDULE "A"****TERMS OF REFERENCE****I. Statement of Work**

*(Clearly and fully outline the deliverables which the Contractor will have to supply to fulfill his obligations under the Agreement and receive payment. The date of commencement and completion of the work as set out in Article 2.1 of the Agreement should be reiterated.)*

*(If the work and payment are to be in phases, the dates for completion of each phase must be specified, and the work and deliverable required at each phase completion date must be specified.)*

*(If specific individuals are to perform/supervise the work on behalf of the Contractor, they should be set out here.)*

**2. Project Management** *{Optional, if necessary for administrative purposes}***3. Schedule of Tasks and Allocation of Staff by Phases** *{optional, if necessary for administrative purposes}*

## SCHEDULE "B"

### **MANNER OF PAYMENT**

If the Contractor is not in breach of any of its (his, her) obligations under this Agreement, the Contractor will be paid in accordance with the following schedule:

*{All payments should be made contingent upon the Services being performed to the satisfaction of CMHC.}*

*{The phases should follow the phases set out in Schedule "A".}*

I. Upon the contractor having completed *(work, e.g. "Phase I of the work as set out in Schedule "A")* and upon submission and acceptance to the full satisfaction of CMHC of by . \$.



## 7 SECTION 7 APPENDICES

### APPENDIX A

### MANDATORY

#### 7.1 Certificate of Submission

hereby:

Company Name

Procurement Business Number (PBN)

- I. agrees and understands that submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal, agrees to be bound by the terms and conditions in the draft Agreement in the event that the proponent is selected by CMHC to enter into a contract;
- II. agrees to comply with all of the draft Agreement MANDATORY clauses in an unaltered form as stated;
- III. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- IV. offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in section 2 of the RFP;
- V. certifies that, at the time of submitting this bid, 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;
- VI. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
- VII. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VIII. certifies that this proposal was independently arrived at, without collusion;
- IX. 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 an Agreement or favourable treatment under an Agreement;
- X. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- XI. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- XII. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XIII. agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement.
- XIV. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Canada.

**Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.**

**Corporation/Individual:**

\_\_\_\_\_

\_\_\_\_\_  
Signature of Signing Authority

\_\_\_\_\_

Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

**APPENDIX B**

**7.2 Evaluation Table**

EVALUATION CRITERIA		A	B	C
		POINTS 1 to10	WEIGHT	WEIGHTED Total
3.6.21	Proponent Information	10	5	50
3.6.22	Proponent Experience	10	25	250
3.6.23	Proponent References	10	10	100
3.6.24	Project Team and Project Methodology	10	2	20
3.6.25	Product Allocation	10	5	50
3.6.26	Equipment Installation	10	5	50
3.6.28	Direct Manufacturer Technical Support	10	20	200
3.6.30-1	Professional Services - Room Coordinator	10	5	50
3.6.30-2	Professional Services - Room Design	10	5	50
3.6.30-3	Professional Services - on-site Technician	10	15	150
3.6.30-4	Installation (project manager)	10	10	100
3.6.30-5	Installation (programmers)	10	10	100
3.6.30-6	Professional Services - Training	10	5	50
3.6.30-7	Advisory / Ad-Hoc Resources	10	5	50
3.6.32	Innovative or Value-Added Offerings	10	5	50
3.6.33	Install Considerations	10	5	50
<b>Total Weighted points</b>				<b>1370</b>
<b>Upset Score</b>				<b>822</b>

3.6.27	Service Response, Restoration and Maintenance Pricing	10	80	800
3.6.29	Pricing of New Audio Visual Equipment	10	50	500
3.6.31	Pricing for Professional Services	10	35	350
<b>Total Weighted points</b>				<b>1650</b>
<b>Total RFP Weighted points</b>				<b>3020</b>

## APPENDIX C

### 7.3 Mandatory Compliance Checklist

<input type="checkbox"/>	Certificate of Submission	2.2
<input type="checkbox"/>	Submission Deadline	2.3.1
<input type="checkbox"/>	Offering Period	2.7
<input type="checkbox"/>	Conflict of Interest	2.17
<input type="checkbox"/>	National Service Manager	3.6.2
<input type="checkbox"/>	Use of Subcontractors	3.6.3
<input type="checkbox"/>	Change in Ownership of Proponent or Subcontractor(s)	3.6.4
<input type="checkbox"/>	Equipment Delivery	3.6.5
<input type="checkbox"/>	Late Delivery	3.6.6
<input type="checkbox"/>	Late Installation	3.6.7
<input type="checkbox"/>	Reports	3.6.8
<input type="checkbox"/>	Electrical Safety	3.6.9
<input type="checkbox"/>	Suspension of Work and Changes in Specifications	3.6.10
<input type="checkbox"/>	Pricing	3.6.11
<input type="checkbox"/>	Invoicing	3.6.12
<input type="checkbox"/>	Proponent Function	3.6.13
<input type="checkbox"/>	Maintenance Requirements	3.6.14
<input type="checkbox"/>	Repairs to System Components and Service	3.6.15
<input type="checkbox"/>	Escalation Procedures	3.6.16
<input type="checkbox"/>	Information Updates	3.6.17
<input type="checkbox"/>	New Installations, Upgrades and Expansions	3.6.18
<input type="checkbox"/>	Acceptance Testing	3.6.19
<input type="checkbox"/>	CMHC Technical Representative - Managed Contract	3.6.20
<input type="checkbox"/>	Proponent's Qualifications	4.5
<input type="checkbox"/>	Response to Statement Of Work	4.6
<input type="checkbox"/>	Financial Capacity Review	4.8.1
<input type="checkbox"/>	PRICING PROPOSAL	4.10
<input type="checkbox"/>	Other Costs	4.10.1
<input type="checkbox"/>	Equipment Warranty Period	4.10.2
<input type="checkbox"/>	Confidentiality and Non-Disclosure of CMHC Information	4.3 – draft contract
<input type="checkbox"/>	Official Languages	4.4 – draft contract
<input type="checkbox"/>	Assignment of the Agreement	4.5 – draft contract
<input type="checkbox"/>	Conflict of Interest	4.6 – draft contract
<input type="checkbox"/>	Certificate of Submission	7.1 APPENDIX A
<input type="checkbox"/>	Mandatory Compliance Checklist	7.3 APPENDIX C
<input type="checkbox"/>	Financial Cost Sheets	7.6 APPENDIX F & G

**APPENDIX D**

**7.4 CMHC TRAVEL POLICY for Contractors**

1. **Air** – Contractors must select the most economical airfare available at the time of reservation.
2. **Car and Hotel**–Some suppliers have agreed to extend their government rates to contractors, consultants, or advisors working under contract to CMHC and traveling on official CMHC business in performance of that contract. Upon request, CMHC will provide contractors, consultants, or advisors with a letter, specifying the duration of their contract or specifying that they are on travel status on behalf of CMHC and their destination. Government rates for car rentals and hotel accommodations can be found on the following website - <http://rehev-acrd.tpsgc-pwgsc.gc.ca/ACRDS/index-eng.aspx>. If not selecting a supplier from the list on that website, travellers must choose alternate suppliers with rates similar to those published government rates.
2. **Meal Allowance** - A contractor shall be reimbursed the lesser of the applicable meal allowance (described below, for each breakfast, lunch, and dinner effective October 1st, 2019) based on CMHC’s rates or the cost (net of taxes) of the meal to the contractor, while on travel status. A meal allowance shall not be reimbursed to the contractor with respect to a meal that has been provided or is claimed as a hospitality expense and does not include alcohol consumption.

Meal Allowances per diem for 2019 et seq. can be found at the following website: <http://www.njc-cnm.gc.ca/directive/d10/v238/s659/en>

Meal Allowance for Canada and USA (effective October 1 <sup>st</sup> , 2019)				
Private non-commercial accommodation allowance	Breakfast	Lunch	Dinner	Daily Totals – Meals
\$50.00	20.35	20.50	50.55	91.50

3. **Privately-owned vehicle and applicable Kilometre Rates** – The contractor shall be reimbursed the lesser of the CMHC’s rates or the cost (net of taxes) of the mileage to the contractor. The CMHC’s kilometric rates payable for the use of privately owned vehicles driven on authorized corporate business, effective January 1, 2020 56.5¢/km for vehicles registered in Ontario and 53.5¢/km for vehicles registered in Quebec, as at January 2, 2020 (rates include tax). The contractor shall use the most direct, safe, and practical road routes and shall claim only for distances necessarily driven on business travel.

Contractors may use a privately owned vehicle for business purposes when its use is economical and practical as compared to renting a vehicle, commercial travel by airline

carrier, train, taxi, etc. The following requirements must be adhered to when using a privately owned motor vehicle while travelling on CMHC business:

Any person (employee, contract employee, consultant) using a private vehicle on CMHC business must ensure that the vehicle is protected by a minimum of \$1,000,000 Public Liability and Property Damage Insurance.

Kilometer rates for 2019 et seq. can be found at the following website:

<http://www.njc-cnm.gc.ca/directive/d10/v238/s658/en>

**Travel Estimate Form on next page.**

**TRAVEL ESTIMATES FORM\***  
for CONTRACTORS  
*(\*pursuant to clause [ ] of the Agreement, reproduced at the end of this schedule for ease of reference)*

CONTRACTOR'S INFORMATION		
Company Name		Number of travellers
CMHC Contracting Authority	Division	RC

TRAVEL INFORMATION		
Region of travel	Contract Start Date	Contract End Date
Purpose of Trip / Objective		
Explain why virtual presence or other remote meeting solutions were not used.		
Provide rationale for the mode of transportation selected.		

TOTAL ESTIMATED COST BEFORE TAXES	
	\$ CAD
Transportation Type (Air, Rail or Car)	
Accommodation	
Meals	
Incidentals	
Miscellaneous (Detail required)	
<b>Total</b>	

Approved by: (contracting authority signature)

Date:

**\*[Clause No.] Travel Costs.** All travel costs are included in the total contract value. The proponent is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under this Agreement unless otherwise agreed by CMHC. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the proponent to perform the Services that are reasonable and comparable to costs allowed under CMHC's Proponent Travel Policy, attached hereto as Appendix "D". In support of the travel costs included in the contract value, the proponent is required to complete this Estimate Form (or provide the information contained in the Estimate Form in another format) and provide it to the designated CMHC Authority for pre-approval. **CMHC may, at its sole discretion, not reimburse the proponent for the travel costs where the proponent has not completed the Estimate Form and obtained a pre-approval.** The proponent must also provide appropriate receipts that are satisfactory to CMHC in support of travel costs.

**APPENDIX E****7.5 CMHC Sites****Halifax - Atlantic Business Centre**

Barrington Tower  
1894 Barrington Street  
9th Floor  
Halifax, Nova Scotia  
B3J 2A8

**Québec City**

Place de la Cité – Tour Belle Cour  
9th floor, suite 900  
Québec, QC  
G1V 4M6

**Montréal - Québec Business Centre**

1100 René-Lévesque West  
1st Floor  
Montréal, Quebec  
H3B 5J7

**Ottawa Office**

700 Montreal Road  
Ottawa, Ontario  
K1A 0P7

**Toronto - Ontario Business Centre**

100 Sheppard Ave. East,  
Suite 300,  
Toronto, ON,  
M2N 6Z1

**Toronto Downtown**

1100 - 70 York Street  
Toronto, ON,  
M5H 1J8

Manitoba,  
R3C 3R8

**Saskatoon**

Suite 200, 119, 4th Avenue S  
Saskatchewan  
S7K 5X2

**Calgary - Prairie and Territories Business Centre**

Suite 200, 1000 – 7th Avenue S.W.  
Calgary, Alberta  
T2P 5L5

**Edmonton**

400, 10355 Jasper Avenue  
Edmonton, Alberta  
T5J 1Y6

**Vancouver - British-Columbia Business Centre**

2000 – 1111 West Georgia Street  
Vancouver, B.C.  
V6E 4M3

**Vancouver - Granville Island**

1661 Duranleau Street  
Vancouver, B.C.  
V6H 3S3

**Winnipeg**

600 – 175 Hargrave Street



**APPENDIX F and G (M)**  
**7.6 Located on Financial Cost Spreadsheet**