

1. Title **Computer Hardware, Peripherals and Related Supplies**

2. Introduction

1. Canada Deposit Insurance Corporation (“CDIC”) is seeking to establish a qualified pool of Suppliers to provide Goods including but not limited to: laptops, computers, peripherals, cables, and adapters, as further described in Schedule “A” (Description of Goods), for any one or multiple of the following three (3) Streams:

- Stream #1:** Laptops and Computing Devices
- Stream #2:** Peripherals
- Stream #3:** Cables and Adapters

on an as and when required basis, for a three-year term.

2. CDIC is a federal Crown corporation, with headquarters in Ottawa. CDIC is responsible for providing insurance against the loss of part or all of deposits, and for promoting and otherwise contributing to the stability of the financial system in Canada. These objectives are pursued for the benefit of persons having deposits with CDIC member institutions and in such a manner as will minimize the exposure of CDIC to loss. CDIC is also the resolution authority for CDIC member institutions.

Further information about CDIC can be obtained at www.cdic.ca.

3. Trade Agreements

This procurement is covered by Chapter Nineteen (Government Procurement) of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA); Chapter Nineteen of the Canada-United Kingdom Trade Continuity Agreement (CANADA-UK TCA); and Chapter Five (Government Procurement) of the Canadian Free Trade Agreement (CFTA).

4. Summary of Key RFSA Dates

Request for Supply Arrangements	
Date of Issuance:	February 27, 2024
Deadline for Submission of Questions:	March 11, 2024 @ 2:00pm Ottawa local time
CDIC Response to Questions:	By March 25, 2024
Deadline for Proposals:	April 5, 2024 @ 2:00pm Ottawa local time
Anticipated Ranking and Commencement of Negotiations	April 19, 2024
Contract Negotiation Period	Thirty (30) calendar days
Anticipated Award Date:	On or about May 17, 2024
Proposal Validity Period:	120 days from Deadline for Proposals
Proposal Delivery Address:	procurement@cdic.ca
CDIC Procurement Advisor:	Roxanne Seguin

Note: The RFSA timetable is tentative only and may be changed by CDIC at any time.

5. Incorporated Schedules and Appendices

In addition to the main body of this RFSA, the following schedules and appendices are included as part of the RFSA:

Goods Requirements:	See <u>Schedule "A"</u> (Description of Goods)
Evaluation and Selection:	See the main body of this RFSA and: <ul style="list-style-type: none"> • <u>Schedule "B"</u> (Evaluation and Selection Process) • <u>Schedule "C"</u> (Technical Offer Submission Form) • <u>Appendix "C-1"</u> (Technical Offer) • <u>Appendix "C-2"</u> (Stream Specific Capabilities Form)
Required Forms:	See the main body of this RFSA and <u>Schedule "E"</u> (Required Forms)
Form of Agreement:	See this RFSA and <u>Schedule "F"</u> (Form of Purchase of Goods Agreement)
Term of Agreement:	Three (3) year term

6. Questions and Communication Related to the RFSA Document

1. Any questions or requests for clarification of the contents of, or interpretation or correction, relating to this RFSA must:
 - i) be made in writing prior to the Deadline for Submission of Questions;
 - ii) be submitted by electronic mail to the Proposal Delivery Address and addressed only to the CDIC Procurement Advisor.
2. Answers to questions will be made available as written addenda to this RFSA no later than the Deadline for CDIC Response to Questions, in the same manner as the RFSA.
3. Any attempt by a bidder or any of its employees, agents, contractors or any other representatives to contact any person at CDIC other than the CDIC Procurement Advisor, or to contact the CDIC Procurement Advisor regarding this RFSA, other than in writing at the Proposal Delivery Address, may in CDIC's sole and absolute discretion, result in the bidder's disqualification and the rejection of its Proposal.
4. Nothing in this RFSA limits CDIC's right, in its sole and absolute discretion, for which CDIC shall have no obligation, to communicate with any bidder regarding any matter in the normal course of business from any contractual relationship for the provision of any other or similar goods or services independently of this RFSA.
5. It is the sole responsibility of a bidder to avail itself of any information it may require, ask any questions, or obtain any clarification of the requirements or other matters in this RFSA, and make its own investigations, projections and conclusions prior to submitting a proposal.

7. Proposal Delivery

1. Proposals must be received in electronic format at the Proposal Delivery Address no later than the Deadline for Proposals. It is the bidder's responsibility to ensure that the proposal is delivered by the Deadline for Proposals to the Proposal Delivery Address. The time of delivery shall be the time the email is received in the inbox of the email address provided as the Proposal Delivery Address.

2. Proposals received after the Deadline for Proposals may be deemed to be non-compliant. CDIC may, in its sole and absolute discretion, accept a Proposal delivered to the Proposal Delivery Address after the Deadline for Proposals if CDIC deems it to be in CDIC's best interests, and the bidder demonstrates to CDIC's satisfaction that:
 - i) the Proposal would have been delivered to the Proposal Delivery Address by no later than the Proposal Submission Deadline but for circumstances beyond the bidder's control; and
 - ii) CDIC's acceptance of the Proposal would not otherwise confer a substantive advantage on the bidder.
 3. CDIC may only accept Proposals submitted to the Proposal Delivery Address. Proposals submitted by another means or at any other physical location (as applicable) may be deemed by CDIC to be non-compliant and rejected.
 4. Bidders may, in writing, revoke and re-submit a proposal at any time up to the Deadline for Proposals.
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8. Proposal Format

1. Proposals are to be submitted in either English or French to the Proposal Delivery Address, as follows:
 - i) in Adobe Reader format (.pdf); and
 - ii) the "**Technical Offer**", responding to the technical requirements set-out in Appendix "C-1" (Technical Offer) and Appendix "C-2" (Stream Specific Capabilities Form).

The maximum file size which CDIC is able to receive via email is 20 MB. There is no limit to the number of attachments that may be submitted. It is highly recommended to contact the CDIC Procurement Advisor in a separate email to the Proposal Delivery Address to confirm CDIC's receipt.

9. Proposal Requirements and Required Documents

1. Bidders may submit Proposals for any one or all of the Streams.
 2. Bidders must comply with all requirements of this RFSA, including those identified as "must" or "shall", including, but not limited to, the requirement to:
 - i) submit information in support of each Rated Requirement listed in Appendix "C-1" (Technical Offer) and Appendix "C-2" (Stream Specific Capabilities Form); and
 - ii) submit a Technical Offer (including all forms listed in Schedule "E" (Required Forms)), completed as required.
 3. Where a bidder fails to include any of the required information or documents in its Proposal, CDIC may, in CDIC's sole and absolute discretion (but provided that it treats all bidders in the same manner):
 - i) require the submission of such information or documents within a prescribed timeframe satisfactory to CDIC; and
 - ii) reject or refuse to consider any Proposal from a bidder who fails to comply with any such submission requirement.
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10. Evaluation and Selection

Proposals will be evaluated in accordance with the evaluation and selection process set out in Schedule "B" (Evaluation and Selection Process).

The successful bidders will be notified via email to the contact person at the email address provided by the bidder in Schedule "C" (Technical Offer Submission Form). Following the award of Supply Arrangements resulting from this RFSA, CDIC will publish an Award Notice on www.CanadaBuys.Canada.ca (or such other electronic tendering service utilized by CDIC at the relevant time) and will inform unsuccessful bidders via email.

11. CDIC's Reserved Rights

Notwithstanding anything to the contrary in this RFSA, CDIC reserves the right, in its sole and absolute discretion, to exercise any or all of the following rights, alone or in combination with each other, to:

1. Evaluate or accept Proposals:
 - i) which in CDIC's sole and absolute discretion substantially comply with the requirements of this RFSA; or
 - ii) in whole or in part without negotiations.
2. Enter into negotiations with:
 - i) any or all bidders on any or all aspects of their Proposal; or
 - ii) any or all bidders, or any prospective persons or entities capable of delivering the required goods but who may not have submitted a proposal in response to this RFSA in the event, in CDIC's sole and absolute discretion, no proposals meet the requirements of this RFSA.
3. Conduct a best and final offer process:
 - i) with any or all bidders in which bidders are invited to revise their financial offers in circumstances where CDIC deems appropriate in CDIC's sole and absolute discretion.
4. Cancel, modify, re-issue or suspend:
 - i) any aspect of this RFSA, in whole or in part, at any time, for any reason;
 - ii) the schedule for this RFSA, including without limitation the Proposal Submission Deadline stated above and any other activity or date stipulated in this RFSA, in whole or in part, at any time, for any reason; or
 - iii) this RFSA in its current or modified form and invite proposals from only the bidders who submitted proposals in response to this RFSA, where to do so is deemed, in CDIC's sole and absolute discretion, to be in CDIC's best interests.
5. Seek clarification, validate or take into account:
 - i) independently or with the help of the bidder, any or all information provided by the bidder with respect to this RFSA and, for this purpose, disclose any or all information provided by the bidder to a third party, subject to CDIC obtaining appropriate assurances of confidentiality from those third parties.
6. Reject or refuse to consider any proposal (or otherwise exclude a bidder that submitted any proposal):
 - i) if, in CDIC's sole and absolute discretion, it fails in any material respect to comply with the requirements of this RFSA;
 - ii) containing false, misleading or misrepresented information;
 - iii) in the event any matter causes or is likely to cause, in CDIC's sole and absolute discretion, a conflict of interest in relation to the selection of any proposal;

- iv) from a bidder who colludes with one or more other bidders in the preparation of any proposal;
- v) from a bidder who fails to cooperate with CDIC in any attempt by CDIC to clarify or validate any information provided by the bidder or who fails to provide accurate and complete documentation as directed by CDIC;
- vi) from a bidder against whom economic sanctions have been imposed by the Government of Canada;
- vii) from a bidder with whom CDIC has previously terminated an agreement for any reason, or currently has a commercial or legal dispute that, in CDIC's sole and absolute discretion, would impair CDIC's ability to enter into the productive business arrangement contemplated by this RFSA;
- viii) from a bidder failing to have the capacity to contract with CDIC, or Her Majesty, or both;
- ix) if deemed by CDIC, in its sole and absolute discretion, as necessary to safeguard Canada's security interests or if the bidder is prohibited from receiving any benefits under an agreement between Her Majesty and any other person by virtue of Section 750(3) of the *Criminal Code of Canada*;
- x) from a bidder on any of the following grounds: (i) bankruptcy or insolvency; (ii) false declarations; (iii) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts; (iv) final judgments in respect of serious crimes or other serious offences; (v) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the bidder; or (vi) failure to pay taxes;
- xi) if it contains rates or prices that are considered to be, in CDIC's sole and absolute discretion, commercially unreasonable; or
- xii) if, in CDIC's sole and absolute discretion, it contains a mathematical error(s) that results in any discrepancy, inconsistency, vagueness, ambiguity, uncertainty or conflict related to prices which affects the integrity of the procurement process.

7. Award:

- i) One or more non-exclusive Purchase of Goods Agreements in connection with this RFSA.

8. Waive:

- i) irregularities, informalities, non-conformity, non-compliance, omissions and defects in any proposal where, in CDIC's sole and absolute discretion, they do not materially affect the ability of the Supplier to provide the goods required by this RFSA.

9. Correct:

- i) mathematical errors in Financial Offers.

The exercise of any of the above rights or sub-rights of CDIC shall not be a waiver or limit the right of CDIC to exercise any other rights.

12. Limitation of Liability

- 1. By submitting a proposal, the bidder acknowledges and agrees to the requirements of this Section 12.
- 2. Bidder acknowledges and agrees that in no event shall CDIC, its employees, officers, directors, consultants or advisors be liable or responsible for:
 - i) any damages, including without limitation direct, indirect, consequential, incidental, general, special or exemplary damages, any economic losses,

- any lost profits, opportunities, expenses, costs or any other losses (collectively, the “Consequential Losses”) arising out of, in connection with, or in any way related to, any bidder’s participation in this RFSA or any acts, omissions or errors, including negligence of, or breach of contract by CDIC, its employees, officers, directors, consultants and advisors; or
- ii) any actions of any bidder in relation to CDIC, or another bidder, or any third party, in receiving and responding to this RFSA.
3. Without limiting the above, expenses or costs incurred by any bidder in any way related to or associated with this RFSA, including without limitation the preparation, submission or evaluation of proposals, the provision of information to CDIC or CDIC’s authorized representative for a determination of any bidder’s technical, managerial or financial capabilities, any expenses related to travel, and the satisfaction, fulfillment or completion of any conditions precedent to any agreement with CDIC to deliver the goods required by this RFSA, are a bidder’s sole responsibility and may not be charged to CDIC in any way.
 4. Without limiting any rights CDIC may reserve elsewhere in this RFSA or may have otherwise at law, CDIC may, in its sole and absolute discretion, elect to exercise its sole and absolute discretion pursuant to this RFSA, without any liability or obligation to any bidder.
 5. If any bidder is determined by a court or trade tribunal of competent jurisdiction to be entitled to compensation arising from this RFSA or from the actions of CDIC, its employees, officers, directors, consultants or advisors in relation to this RFSA, including without limitation any exercise of CDIC’s sole and absolute discretion, the bidder expressly acknowledges and agrees by submitting a proposal that the aggregate amount of compensation said bidder would be entitled to for, without limitation, any and all damages, opportunities, expenses, costs, or other losses, including Consequential Losses, either individually or cumulatively, is limited to one thousand dollars (\$1,000.00 CAD).
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13. Governing Law

This RFSA is governed by and construed in accordance with the laws in force in the Province of Ontario, Canada, and, subject to the jurisdiction of the Canadian International Trade Tribunal, Ontario courts have exclusive jurisdiction to hear any disputes under this RFSA.

14. Resulting Agreements and Term of Agreement

1. CDIC intends to award Supply Arrangements based on Schedule “F” (Form of Purchase of Goods Agreement).

Each such Purchase of Goods Agreement will include:
 - i) the form of Purchase of Goods Agreement (attached to this RFSA as Schedule “F” (Form of Purchase of Goods Agreement);
 - ii) the applicable portion(s) of the description of Goods, attached to this RFSA as Schedule “A” (Description of Goods);
 - iii) any other RFSA document CDIC deems appropriate to include as part of the resulting agreement(s); and
 - iv) the applicable documents submitted with the successful proposal.
2. CDIC intends to have Purchase of Goods Agreements in place with successful bidders within fifteen (15) business days of being notified of having been selected as a successful bidder.
3. Once CDIC has entered into a Purchase of Goods Agreement with at least one successful bidder, CDIC may, in its absolute discretion, begin requesting goods

from any such firm, whether or not any Purchase of Goods Agreements have yet been entered into with other successful bidders.

15. Debriefing

After notification of the results of this RFSA process, bidders may request a debriefing. Bidders should make the request to the CDIC Procurement Advisor within twenty-one (21) calendar days of receipt of the notification. The debriefing may be in writing, by telephone or by video conference. The intent of the debriefing information session is to aid bidders in understanding why their proposal was not selected. Any debriefing provided is not for the purpose of providing unsuccessful bidders with an opportunity to challenge the procurement process.

16. No Guarantee of Volume of Work or Exclusivity of Contract

CDIC makes no guarantee of the value or volume of work Supply Arrangement (SA) Holders may receive through the Supply Arrangement. The value and volume of Goods, if any, acquired will depend on a variety of factors including annual budgetary approvals.

The Purchase of Goods Agreement executed with Suppliers will not be exclusive contracts for the provision of the described Goods. CDIC may contract with others for the same or similar goods to those described in this RFSA.

17. Disclaimer

CDIC makes no representation or warranty as to the accuracy or completeness of any information provided by it in connection with this RFSA and disclaims all express and implied representations, warranties, and conditions in connection with this RFSA. Bidder should make their own investigations, projections, and conclusions. Bidders should consult their own advisors to verify independently the information contained in this RFSA and to obtain any additional information that they may require, prior to submitting a proposal.

18. General

1. In the event of any discrepancy, inconsistency or conflict between the wording of the English or French version of this RFSA, or any related documents, the wording of the English version shall prevail.
2. CDIC agrees to keep in confidence any information contained in a Proposal that is clearly marked "confidential". Notwithstanding the foregoing, the submission of a proposal by a bidder constitutes an acknowledgement by that bidder that CDIC is subject to the *Access to Information Act* (Canada), as amended from time to time, and that, as a consequence, CDIC may be required to disclose certain information contained in its records pursuant to a request for access made under that Act.
3. CDIC requires any persons supplying goods to or performing any work for CDIC to conduct their affairs to avoid any conflict of interest. A conflict of interest includes any situation where a bidder has or may have an unfair advantage or where other commitments, relationships or interests could or could be seen to compromise a bidder's performance of its obligations to CDIC. To the extent that a bidder may be in a conflict of interest, that bidder must include a description of such conflict of interest in its Proposal.

If CDIC is of the belief that a bidder may be in a conflict of interest, CDIC may disqualify the proposal submitted by the bidder or terminate any agreement with that bidder pursuant to this RFSA.

**19. Not a Tender, No
“Contract A /
Contract B”**

This RFSA is not an offer to enter into either a binding contract (often referred to as “Contract A”) or an agreement to acquire goods or services from the Supplier (often referred to as “Contract B”). Neither this RFSA nor a bidder’s proposal shall create any contractual rights or obligations whatsoever on any of CDIC or any bidder, save and except related to limitation of liability.

Bidder proposals are revocable by bidders; however, CDIC is under no obligation to continue to evaluate or consider any proposal that the bidder seeks to modify following the Deadline for Proposals (including any change in pricing that is adverse to CDIC). Proposals and related information about bidders will be assessed during the evaluation of Proposals and accordingly, misleading or incomplete information, including withdrawn or altered proposal information or pricing, could adversely impact any such evaluation, or result in CDIC revisiting that evaluation and may result in disqualification, in CDIC’s sole discretion.

[END OF MAIN RFSA BODY]

Schedule "A"

Description of Goods

DEFINITIONS

Capitalized terms used in Schedule "A" (Description of Goods) are defined below:

"Bidder" means an entity submitting a Proposal, or who is considering submitting a Proposal in response to this RFSA;

"Call Up" means a document issued by CDIC to a Supplier(s), that includes instructions and applicable goods requirements, which may result in a Purchase Order. (See Section 12, Allocation of Requirements and Call Up Process of Schedule "A" (Description of Goods);

"Capabilities" means the skills, knowledge and resources that a Supplier has to offer to meet the needs and expectations of a client;

"Goods" means merchandise and/or equipment being offered by a Supplier of which the condition is new and of merchantable quality. The Goods must be compliant to the characteristics and perform the functions and performance appearing on the inserts, catalogues, or other documents of the Supplier;

"Goods Category" means, for purposes of this RFSA, any one goods category identified in Appendix "A-1" (Stream #1: Laptops and Computing Devices), Appendix "A-2" (Stream #2: Peripherals) and Appendix "A-3" (Stream #3: Cables and Adapters) of this RFSA;

"Proposal" means the Technical Offer submitted by a Bidder when applying for the Supply Arrangement under this RFSA;

"Purchase Order" means the authorization issued by CDIC, following the receipt of a Supplier's response to a Call Up, authorizing the purchase of goods to be completed under the Supply Arrangement;

"Purchase of Goods Agreement" or "PGA" means the agreement to be entered into by a successful bidder with CDIC, for any one or all of the Streams (see Schedule "F" (Form of Purchase of Goods Agreement));

"RFSA" means this Request for Supply Arrangement;

"Stream(s)" means the Goods identified as Stream #1: Laptops and Computing Devices, and/or Stream #2: Peripherals, and/or Stream #3: Cables and Adapters, as described in Schedule "A" (Description of Goods);

"Stream Specific Capabilities" the details which are being provided by a Bidder as evidence of the Bidder's technical experience and expertise;

"Stream Specific Capabilities Form" means the fillable form contained in Appendix "C-2" (Stream Specific Capabilities Form);

"Supplier" means a successful bidder that has entered into a Purchase of Goods Agreement under this RFSA;

"Supply Arrangement" means an arrangement entered into between a successful bidder and CDIC by executing a Purchase of Goods Agreement;

"Technical Offer" consists of the fillable forms contained in Schedule "C" (Technical Offer Submission Form), Appendix "C-1" (Technical Offer); and Appendix "C-2" (Stream Specific Capabilities Form).

1. TITLE

Computer Hardware, Peripherals and Related Supplies

2. OBJECTIVES

- 2.1 The purpose of this RFSA is to establish a multi-year Supply Arrangement vehicle with experienced and qualified suppliers capable of supplying Laptops, Computing Devices, Peripherals, Cables and Adapters, under one or multiple Streams described herein, on an as and when required basis.

3. DESCRIPTION OF GOODS FOR EACH STREAM AND OTHER REQUIREMENTS

- 3.1 This section is meant to provide a high-level description of the Goods in each of the following three (3) Streams, as further described below. The specifications and minimum requirements listed in the applicable Appendices are subject to change at CDIC's sole and absolute discretion. The actual specifications and requirements for the Goods will be identified at the time of the requirement and further defined in a Call Up and/or any resulting Purchase Order.

3.1.1 Stream #1: Laptops and Computing Devices

Stream #1 may include, but is not limited to, the following Goods, as further described in Appendix "A-1" (Stream #1: Laptops and Computing Devices):

- i. Laptop computers;
- ii. High-Performance Laptop computers;
- iii. Touch-screen Laptop computers; and
- iv. Any other related Good(s).

3.1.2 Stream #2: Peripherals

Stream #2 may include, but is not limited to, the following Goods, as further described in Appendix "A-2" (Stream #2: Peripherals):

- i. Monitors;
- i. Docking Stations;
- ii. Web Cameras;
- iii. Keyboards;
- iv. Mouses; and
- v. Any other related Good(s).

3.1.3 Stream #3: Cables and Adapters

Stream #3 may include, but is not limited to, the following Goods, as further described in Appendix "A-3" (Stream #3: Cables and Adapters):

- i. Power cables;
- ii. Networks cables;
- iii. USB-C to HDMI adapters;
- iv. USB-C to LAN adapters;
- v. USB-C Extensions;
- vi. USB-A Extensions; and
- vii. Any other related Good(s).

<<NOTE TO BIDDERS: Bidders may submit a Technical Offer for one or more Streams, as described in Schedule "B" (Evaluation and Selection Process). In order for a Bidder to be qualified to become a Supplier under the Supply Arrangement for any Stream, the Bidder must be capable of supplying Goods for all Good Categories identified for a given Stream (as set out in Appendix "A-1" (Stream #1: Laptops and Computing Devices), Appendix "A-2" (Stream #2: Peripherals) and Appendix "A-3" (Stream #3: Cables and Adapters), under the Stream(s), for which the Supplier wishes to qualify. The Description of Goods in the resulting Purchase of Goods Agreement will be

modified by CDIC based on the Stream(s) awarded to a Bidder as a result of this RFSA. A Bidder awarded a Purchase of Goods Agreement in any of the foregoing Streams is a Supplier for the purpose of that Stream.>>

4. ELECTRICAL SAFETY

- 4.1 All electrical Goods supplied by the Supplier must be certified by the Canadian Standards Association (CSA) in accordance with the requirements of the Canadian Electrical Code, Part 1, or approved for use by the Electrical Inspection authority of the province of Ontario.

5. ON-GOING REQUIREMENTS AND MODIFICATIONS TO GOODS

- 5.1 CDIC anticipates that the specifications and minimum requirements identified in Appendix "A-1" (Stream #1: Laptops and Computing Devices), Appendix "A-2" (Stream #2: Peripherals) and Appendix "A-3" (Stream #3: Cables and Adapters) will evolve from time to time as technology improves. The specifications and minimum requirements may be subject to periodic updates or modifications as necessary, without necessitating a formal amendment to the PGA, at CDIC's sole and absolute discretion. Specifications and minimum requirements will be updated at the time of the requirement and specified in the Call Up.

6. ALLOCATION OF REQUIREMENTS AND CALL UP PROCESS

- 6.1 Without limitation to Section 1 of the Purchase of Goods Agreement (attached as Schedule "F" (Form of Purchase of Goods Agreement), requirements for Goods will be procured by CDIC through a Call Up process, as may be amended from time to time, in CDIC's sole and absolute discretion:

6.1.1 Requirements for Goods of an estimated dollar value **equal or less than seventy-five thousand dollars (\$75,000)**, excluding applicable taxes may be directed by CDIC, in its sole and absolute discretion, to any Supplier or to a party other than a Supplier under an alternate Supply Arrangement or other arrangement to provide similar goods.

6.1.2 For any requirements for Goods of an estimated dollar value **greater than seventy-five thousand dollars (\$75,000)**, excluding applicable taxes, CDIC may issue a Call Up to multiple Suppliers, in accordance with their respective Supply Arrangement, and will specify the timeframe to respond. Interested Suppliers shall respond to the Call Up by the prescribed deadline. CDIC shall have no obligation to consider any Quote that is received after the specified Call Up Response deadline.

- 6.2 The Call Up may include such information as, but not limited to, the following, as may be applicable for each requirement:

A. Stream #1: Laptops and Computing Devices:

- i. CDIC's current Make and Model, or equivalent;
- ii. Processor;
- iii. Memory;
- iv. Storage;
- v. Display Size;
- vi. Network;
- vii. Webcam and Port;
- viii. Maximum Weight;
- ix. Compatibility;
- x. Warranty and Support; and
- xi. Required Delivery By Date.

B. Stream #2: Peripherals:

- i. CDIC's current Make and Model, or equivalent;
- ii. Minimum Requirements;

- iii. Warranty and Support; and
- iv. Required Delivery By Date.

C. Stream #3: Cables and Adapters:

- i. Type of Cable or Adapter;
- ii. Specifications;
- iii. Length;
- iv. Color; and
- v. Required Deliver By Date.

A model Call Up Form is provided in Appendix "A" (Sample Call Up Form) to Schedule "F" (Form of Purchase of Goods Agreement).

- 6.2.1 The Call Up Form will specify any other information to be included in the Supplier's response, such as the estimated delivery date, as well as outline the basis of the evaluation and selection for award. If a Supplier responds to a Call Up, it will do so at no charge to CDIC.
- 6.2.2 The Purchase Order, signed by CDIC, will authorize the successful Supplier to proceed with the delivery of Goods in accordance with the agreed upon Call Up response.
- 6.2.3 Amendments to Purchase Orders: Any change or amendment to a Purchase Order will not be valid unless and until made in writing by means of a Purchase Order Amendment signed by CDIC.

7. ENVIRONMENTALLY PREFERABLE PACKAGING

- 7.1 CDIC is committed to promoting the procurement of environmentally preferable plastic products and the reduction of plastic packaging waste in support of the Government of Canada's Greening Government Strategy. Suppliers are encouraged, to the extent possible, to use environmentally preferable packaging for all packaged Goods to be supplied under any resulting Purchase of Goods Agreement. Environmentally preferable packaging or a component thereof is reusable, recyclable or returnable to the Supplier.

8. SUPPLIER CODE OF CONDUCT

- 8.1 Supplier must acknowledge and agree that any of its vendors and employees will act in conformity with CDIC's Supplier Code of Conduct attached herein in Appendix "C" (Supplier Code of Conduct) to Schedule "F" (Form of Purchase of Goods Agreement).

9. NO VOLUME GUARANTEE

- 9.1 Goods delivered under this Supply Arrangement will be on an "as and when required" basis. CDIC makes no commitment or representation that a minimum level of business or any level of business will result from a Supply Arrangement. CDIC does not imply, represent nor warrant that it will procure Goods from any Supplier at any time.

10. REPORTING AND INVOICING REQUIREMENTS

- 10.1 Suppliers will be responsible for contract management activities related to any active Purchase Orders, and to ensure Goods delivered are as specified and do not exceed the dollar amount approved in any Purchase Order.

Suppliers will provide a monthly report to CDIC on all active Purchase Orders, as required, including, but not limited to:

- a) Status of orders and any pending delivery dates, including all related applicable Purchase Order numbers provided by CDIC; and
- b) Performance under any vendor performance management framework, including monitoring of late deliveries and backorders, and any issues and resolutions required, where applicable.

11. LOCATION OF DELIVERY AND BUSINESS HOURS

- 11.1 The location of the delivery will be at either one of CDIC's offices in Ottawa (50 O'Connor Street, 17th Floor, Ottawa, ON, K1P 6L2) or Toronto (1200-79 Wellington Street West, Toronto, ON, M5K 1H1) and will be identified in the Call Up Form. The Supplier must deliver the Goods to the exact location identified in the resulting Purchase Order in an agreed upon area.
- 11.2 The Supplier is responsible for the safe delivery of Goods to CDIC's premises. Any costs for replacements or repairs resulting from damage in transit shall be borne by the Supplier.
- 11.3 The Supplier shall use its best efforts to supply the Goods by the date specified in the resulting Purchase Order. In the event that the Supplier anticipates it will not be able to supply the Goods by the specified deliver by date, the Supplier shall promptly notify CDIC by email, providing an update on the status of the Goods and the anticipated delivery date. If the Goods are on backorder, the Supplier must provide a written notification to CDIC detailing the status of the backorder and the estimated time of arrival. CDIC reserves the right to accept or reject the Goods based on the updated delivery date.
- 11.4 CDIC reserves the right to refuse the delivery of any Goods in installments. If for any reason the Supplier is unable to deliver all Goods at one time, CDIC reserves the right to reject partial delivery of Goods. The Supplier shall only be deemed to have fulfilled its contractual obligations once the Goods have been delivered in their entirety.
- 11.5 Specific delivery hours will be provided by CDIC with any resulting Purchase Order. Notwithstanding, required delivery hours will generally be within the following timeframe, which is applicable to both the Ottawa and Toronto locations:

Standard Delivery Hours: between the hours of 8 a.m. to 3 p.m., Monday to Friday (except Statutory Holidays) as stipulated and agreed upon with CDIC's representative.

12. VENDOR PERFORMANCE MANAGEMENT

- 12.1 CDIC is intending to implement a vendor performance management process. This process may consist of new metrics, tools, reports, processes and remedies designed to effectively and efficiently measure, report on and manage the level and quality of Goods being provided to CDIC.
- 12.2 Suppliers will be expected to comply with the vendor performance management guidelines that may be issued from time to time.

[END OF SCHEDULE "A" (DESCRIPTION OF GOODS)]

Appendix “A-1”

**Stream # 1: Laptops and Computing Devices
Specifications and Minimum Requirements**

1. The following is a list of the three (3) Goods Categories applicable to this Stream:

#	Goods Category
1	Laptops
2	High-Performance Laptops
3	Computing Devices

1.1 The following are the specifications and minimum requirements for each Good under Goods Category #1 – Laptops, as may be revised from time to time:

Goods Category #1 – Laptops	
Specifications and Minimum Requirements:	
Processor:	Intel i7 11 th Generation
Memory:	16 GB RAM
Storage:	256 GB Solid State Drive (SSD)
Display Size:	14” to 16” display
Network:	Wireless LAN
Webcam:	Yes
Ports:	USB-C (charging)
Maximum Weight:	2 KG
Compatibility:	Windows 10 and Windows 11
Warranty and Support:	3 years warranty and support
Add-Ons:	Charger
Current Model:	Dell Latitude 7430

1.2 The following are the specifications and minimum requirements for each Good under Goods Category #2 – High-Performance Laptops, as may be revised from time to time:

Goods Category #2 – High-Performance Laptops	
Specifications and Minimum Requirements:	
Processor:	Intel i7 11 th Generation
Memory:	64 GB RAM
Storage:	512 GB Solid State Drive (SSD)
Display Size:	14” to 18” display
Network:	Wireless LAN
Webcam:	Yes
Ports:	USB-C (charging)
Maximum Weight:	3 KG
Compatibility:	Windows 10 and Windows 11
Warranty and Support:	3 years warranty and support
Add-Ons:	Charger
Current Model:	Dell Mobile Precision Workstation 3470

- 1.3 The following are the specifications and minimum requirements for each Good under Goods Category #3 – Computing Devices, as may be revised from time to time:

Goods Category #3 – Computing Devices	
Specifications and Minimum Requirements:	
Processor:	Intel i7 11 th Generation
Memory:	16 GB RAM
Storage:	256 GB Solid State Drive (SSD)
Display Size:	12" to 14" display
Network:	Wireless LAN
Webcam:	Yes
Ports:	USB-C
Maximum Weight:	1 KG
Compatibility:	Windows 10 and Windows 11
Warranty and Support:	3 years warranty and support
Add-Ons:	Surface Charger Surface Pen Surface Keyboard Surface Mobile Mouse
Current Model:	Surface Pro 7+

2. AUTHORIZED RESELLER STATUS

- 2.1 Supplier shall maintain a valid Authorized Reseller Status for any Goods supplied to CDIC under Stream #1 for the duration of the term of any resulting Purchase of Goods Agreement.

3. WARRANTY AND EXTENDED WARRANTY REQUIREMENTS

- 3.1 Supplier must be able to provide extended warranty for Goods Categories included in this Stream #1 beyond the manufacturer’s basic warranty. Suppliers must identify in their response to the Call-Up if they are offering the manufacturer’s extended warranty and/or offer their own in-house extended warranty solutions.

4. GOODS SUITABILITY AND ACCEPTANCE TESTING

- 4.1 Supplier understands and agrees that CDIC may require, in its sole and absolute discretion, any and all Goods to successfully complete a series of tests to determine the suitability of such Goods for the CDIC environment prior to selection and/or a purchase. These tests will consist of standard connectivity and functionality testing within the CDIC technology environment. This test protocol is applicable to all new hardware being presented to CDIC during the term of the Supply Arrangement.
- 4.2 Where a Supplier proposes a Good that is not CDIC’s current make and model, Supplier will be required to provide demonstration Goods for CDIC Goods suitability testing and acceptance. The Supplier will provide the demonstration Goods at no upfront cost to CDIC and access to technical resources to assist CDIC in the testing within five (5) business days from submission of their quote.
- 4.3 CDIC will complete the Goods suitability and acceptance testing within twenty (20) business days following the receipt of the demonstration Goods. Should the Goods be deemed acceptable by CDIC, CDIC will contact the Supplier by email to provide a Purchase Order for the Demonstration Good and all remaining Goods as indicated in Call-Up, if applicable. In the case where CDIC deems the Goods unsuitable, CDIC will provide the Supplier with written notice and return the demonstration Goods to the Supplier.

5. GOODS REPLACEMENT SERVICES

5.1 If any Goods fail to perform in accordance with the manufacturer's technical specifications or requires maintenance service three (3) or more times during the warranty period of the Goods, the Supplier must, upon CDIC's request by email, replace the Goods at no cost with Goods that are equivalent to the failed Goods. The replacement must be delivered no later than ten (10) calendar days after the request is submitted to the Supplier.

6. USER SERVICEABLE GOODS

6.1 The Supplier must define any operations that may be performed by CDIC's technical support staff without affecting the obligation of the Supplier to provide the warranty or maintenance services applicable to the Goods supplied. Supplier must ensure information is included with each Good shipped to CDIC.

[END OF APPENDIX "A-1" (STREAM # 1: LAPTOPS AND COMPUTING DEVICES, DESCRIPTION)]

Appendix “A-2”

**Stream # 2: Peripherals
Specifications and Minimum Requirements**

1. The following is a list of the six (6) Goods Categories applicable to this Stream.

#	Goods Category
1	Monitors
2	Docking Stations
3	USB Web Camera
4	Wireless Keyboard and Mouse Combo
5	Keyboard
6	Mouse

1.1 The following are the specifications and minimum requirements for each Good under Goods Category #1 – Monitors, as may be revised from time to time:

Goods Category #1 – Monitors	
Specifications and Minimum Requirements:	
Specifications and Minimum Requirements:	34” diagonal wide screen curved monitor
	Input: USB-C and HDMI
	Resolution: 3400 x 1440 at 100HZ
	USB hub with USB-C 3.0 and USB-A ports
	Network (Ethernet/LAN) adapter
	VESA Mount support
Add-Ons:	Monitor Arm
	USB-C cable
	Power cable (if not standard)
Current Model:	Samsung ViewFinity S6 S34A65UBN

1.2 The following are the specifications and minimum requirements for each Good under Goods Category #2 – Docking Stations, as may be revised from time to time:

Goods Category #2 – Docking Stations	
Specifications and Minimum Requirements:	
Specifications and Minimum Requirements:	USB-C Universal Docking Station with:
	2 Display (HDMI)
	1 X LAN
	1 X USB-C power delivery (to computer)
	1 X USB-C port
	1 X USB-A port
Add-Ons:	Power cable
	USB-C cable (between computer and docking station)
Current Model:	Kensington SD4900p

- 1.3 The following are the specifications and minimum requirements for each Good under Goods Category #3 – USB Web Cameras, as may be revised from time to time:

Goods Category #3 – USB Web Camera	
Specifications and Minimum Requirements:	
Specifications and Minimum Requirements:	USB WebCamera for virtual meetings (Teams, Zoom, WebEx) mounted above monitor.

- 1.4 The following are the specifications and minimum requirements for each Good under Goods Category #4 – Wireless Keyboard and Mouse Combo, as may be revised from time to time:

Goods Category #4 – Wireless Keyboard and Mouse Combo	
Specifications and Minimum Requirements:	
Specifications and Minimum Requirements:	Wireless keyboard and wireless mouse combo
	A single USB dongle to connect both to the user devices
	Keyboard must be full size with numeric pad
	Keyboard must be Canadian Bilingual (French and English labels on keys)
	Wheel mouse
	Devices must use “AA” or “AAA” batteries
	Devices must each have their own “on/off” switch or button.
Must be compatible with Windows 10 and Windows 11	
Current Model:	Microsoft Wireless Desktop 850 for Business

- 1.5 The following are the specifications and minimum requirements for each Good under Goods Category #5 – Keyboard, as may be revised from time to time:

Goods Category #5 – Keyboard	
Specifications and Minimum Requirements:	
Specifications and Minimum Requirements:	USB Keyboard
	Keyboard must be Canadian Bilingual (French and English labels on keys)

1.6 The following are the specifications and minimum requirements for each Good under Goods Category #6 – Mouse:

Goods Category #6 – Mouse	
Specifications and Minimum Requirements:	
Specifications and Minimum Requirements:	USB Mouse
	Wheel mouse

[END OF APPENDIX "A-2" (STREAM # 2: PERIPHERALS, DESCRIPTION)]

Appendix “A-3”

**Stream # 3: Cables and Adapters,
Specifications and Minimum Requirements**

1. The following is a list of the four (4) Goods Categories applicable to this Stream.

#	Goods Category
1	Power Cables
2	Network Cables
3	USB Cables
4	USB Adapters

1.1 The following are the specifications and minimum requirements for each Good under Goods Category #1 –Power Cables, as may be revised from time to time:

Goods Category #1 – Power Cables			
Specifications and Minimum Requirements:			
Description	Specifications	Length	Color
Power Cable 1M	NEMA5-15P/NEMA5-15R	3 ft / 1m	Black
Power Cable 2M	NEMA5-15P/NEMA5-15R	6 ft / 2m	Black
Power Cable 5M	NEMA5-15P/NEMA5-15R	15 ft / 5m	Black
Power Cable 10M	NEMA5-15P/NEMA5-15R	30 ft / 10m	Black

1.2 The following are the specifications and minimum requirements for each Good under Goods Category #2 – Network Cables, as may be revised from time to time:

Goods Category #2 – Network Cables			
Specifications and Minimum Requirements:			
Description	Specifications	Length	Color
Network Cable	Cat6 cable slimRun	1ft / 0.3m	Blue Black Red Purple Yellow Green
Network Cable	Cat6 cable slimRun	2ft / 0.6m	Blue Black Red Purple Yellow Green
Network Cable	Cat6 cable slimRun	3ft / 1m	Blue Black Red Purple Yellow Green
Network Cable	Cat6 cable slimRun	6ft / 2m	Blue Black Red Purple

			Yellow Green
Network Cable	Cat6 cable	6ft / 2m	Blue Black Red Purple Yellow Green
Network Cable	Cat6 cable	15ft / 5m	Blue Black Red Purple Yellow Green
Network Cable	Cat6 cable flat	30ft / 10m	Blue Black Red Purple Yellow Green

- 1.3 The following are the specifications and minimum requirements for each Good under Goods Category #3 – USB Cables, as may be revised from time to time:

Goods Category #3 – USB Cables			
Specifications and Minimum Requirements:			
No.	Description	Specifications	Length
3.1	USB-C Extension	Male-Female USB-C 10G extension	1ft / 0.3m
3.2	USB-C Extension	Male-Female USB-C 10G extension	2ft / 0.6m
3.3	USB-C Extension	Male-Female USB-C 10G extension	3ft / 1m
3.4	USB-C Extension	Male-Female USB-C 10G extension	6ft / 2m
3.5	USB-C Extension	Male-Female USB-C 10G extension	15ft / 5m
3.6	USB-C Extension	Male-Female USB-C 10G extension	30ft / 10m
3.7	USB-A Extension	Male-Female USB-A extension	1ft / 0.3m
3.8	USB-A Extension	Male-Female USB-A extension	2ft / 0.6m
3.9	USB-A Extension	Male-Female USB-A extension	3ft / 1m
3.10	USB-A Extension	Male-Female USB-A extension	6ft / 2m
3.11	USB-A Extension	Male-Female USB-A extension	15ft / 5m
3.12	USB-A Extension	Male-Female USB-A extension	30ft / 10m

- 1.4 The following are the specifications and minimum requirements for each Good under Goods Category #4 – USB Adapters, as may be revised from time to time:

Goods Category #4 – USB Adapters			
Specifications and Minimum Requirements:			
No.	Description	Specifications	Length
4.1	USB-C to HDMI Adapter	USB-C to HDMI Adapter	1ft / 0.3m
4.2	USB-C to LAN (Ethernet) Adapter	USB-C to LAN (Ethernet) Adapter	1ft / 0.3m

[END OF APPENDIX “A-3” (STREAM # 3: CABLES AND ADAPTERS, DESCRIPTION)]

Schedule “B”

Evaluation and Selection Process

Selection Method

Proposals must comply with the requirements of the RFSA to be deemed responsive. Without limiting Section 11, CDIC’s Reserved Rights of the RFSA, CDIC may, in its sole and absolute discretion, reject or refuse to consider any Proposal if CDIC determines that the information, statements or supporting material in the Technical Offer are inconsistent with, or otherwise fails to respond to, any of the requirements of the RFSA.

CDIC is seeking to establish up to twenty (20) Supply Arrangements under each Stream.

CDIC expects Bidders will only submit one Proposal in response to the RFSA. The same Bidder will not be permitted to submit, or be part of, more than one Proposal. No joint ventures will be permitted.

All Proposals will be examined in accordance with the following process:

Step 1: Confirmation of Compliance

Technical Offers will be reviewed for substantial completeness described in Schedule “E” (Required Forms) of the RFSA, to confirm that the information, statements and supporting material in the Bidder’s Technical Offer substantiate a compliant response. Subject to CDIC’s reserved rights (including those in Section 11, CDIC’s Reserved Rights), any Proposal that is not considered by CDIC to be in substantial compliance with all Proposal requirements as confirmed on a pass or fail basis, may be disqualified and not given further consideration in this process.

Step 2: Evaluation of Rated Requirements – Business Experience and Expertise (100 points)

Technical Offers will be evaluated against the Rated Requirements outlined in Part 1 of Appendix “C-1” (Technical Offer) of the RFSA and will consist of an evaluation of the business experience and expertise of the Bidder. Technical Offers will be assigned a score for each Rated Requirement to establish a Step 2 “**Technical Score**”. The maximum Technical Score for Step 2 is one hundred (100) points. Bidders must achieve a minimum Technical Score of seventy (70) points to proceed to Step 3 and be given further consideration in this process.

At the end of this Step 2 (Evaluation of Rated Requirements – Business Experience and Expertise), CDIC will establish a shortlist of Bidders that achieve a Step 2 Technical Score of at least seventy (70) points out of the one hundred (100) total points available. Only the Bidders meeting this criterion will be eligible to proceed to the next step of the evaluation and selection process.

The following example of this Step 2 is for illustration purposes only; any differences between this example and the values as set out in this RFSA are intentional:

Bidder	Step 2 Technical Score (Maximum of 100 points)
Bidder A	90
Bidder B	55
Bidder C	91
Bidder D	85
Bidder E	83
Bidder F	69

As a result, only Bidders A, C, D, and E will be shortlisted and proceed to the next step. Bidders B and F are not eligible to be given further consideration as they did not achieve the minimum Step 2 Technical Score of seventy (70) points.

Step 3: Evaluation of Rated Requirements – Stream Specific Capabilities (100 Points per Stream)

Each Stream will be evaluated separately and independently from one another.

Technical Offers shortlisted from Step 2 will be evaluated against the Rated Requirements outlined in Part 2 of Appendix “C-1” (Technical Offer) and Appendix “C-2” (Stream Specific Capabilities Form) of the RFSA, and will consist of an evaluation of the Bidder’s technical capabilities for the Stream being proposed in the Bidder’s Technical Offer.

All Bidders are required to submit one (1) Stream Specific Capabilities Form for each Stream for which they are offering to supply.

The maximum Technical Score for each Stream is one hundred (100) points, with a maximum of one hundred (100) points allocated for each Stream Specific Capabilities Form. Bidders must achieve a minimum Technical Score of **seventy (70) points for each Stream Specific Capabilities Form** to be given further consideration for that Stream and proceed to Step 4.

At the end of this Step 3 (Evaluation of Rated Requirements – Stream Specific Capabilities), CDIC will establish a shortlist of Bidders that have achieved a minimum Technical Score of seventy (70) points out of the one hundred (100) points available for the Stream Specific Capabilities Form for each applicable Stream. Any Stream Specific Capabilities Form that does not achieve seventy (70) points will receive a “fail” and the Bidder’s Proposal for that Stream will not be given further consideration in this process.

The following example of this Step 3 is for illustration purposes only; any differences between this example and the values as set out in this RFSA are intentional:

Bidder	Step 3 Technical Score (Maximum of 100 points) Stream #1	Step 3 Technical Score (Maximum of 100 points) Stream #2	Step 3 Technical Score (Maximum of 100 points) Stream #3
	Stream Specific Capabilities Form	Stream Specific Capabilities Form	Stream Specific Capabilities Form
Bidder A	90	65 FAIL	88
Bidder B	No Bid	71	76
Bidder C	85	72	No Bid
Bidder D	83	No Bid	82

For Stream #1, as a result of the evaluation process, Bidders A, C and D will proceed to the next step. Bidder B did not submit a Technical Offer for Stream #1.

For Stream #2, as a result of the evaluation process, only Bidders B and C will proceed to the next step. Bidder A did not achieve the minimum Step 3 Technical Score of seventy (70) points and is therefore not eligible to be given further consideration, while Bidder D did not submit a Technical Offer for Stream #2.

For Stream #3, as a result of the evaluation process, only Bidders A, B and D will proceed to the next step. Bidder C did not submit a Technical Offer for Stream #3.

For clarity, as each Stream is evaluated separately and independently from one another, it is possible for a Bidder to proceed to the next step in the evaluation process for one Stream and not for the other.

<<INSTRUCTIONS FOR BIDDERS FOR STEP 3:

The Bidder must provide one (1) completed Stream Specific Capabilities Form for each Stream being offered according to the instructions contained in the form.

The Bidder must provide details of its capabilities as it relates to the particular Stream for which the Bidder is submitting a Technical Offer. Scoring of the Stream Specific Capabilities Form will be based on how well the Proposal demonstrates the Bidder's technical capabilities in relation to the requirements in the RFSA and the level of detail of the Stream Specific Capabilities Form provided. Information provided elsewhere in the Proposal may not be considered in the evaluation of Step 3 of this RFSA.

If a Bidder submits more than one (1) Stream Specific Capabilities Form for a particular Stream, only the first Stream Specific Capabilities for that particular stream will be evaluated in the order it appears in the Proposal.

Therefore, a Bidder submitting a Proposal for Stream #1, Stream #2 and Stream #3 must submit a total of three (3) Stream Specific Capabilities Form.>>

Step 4: Selection of Successful Bidders

At the end of Step 3, it is CDIC's intent to recommend the award of an agreement to supply Goods for an applicable Stream to each proposal that has achieved a "pass" in Step 3, without limitation to any other provision of this RFSA, including but not limited to Section 11 CDIC's Reserved Rights.

Step 5: Negotiations

If the recommendation is approved, CDIC will enter into negotiations with the successful Bidder(s) to finalize an agreement in accordance with this RFSA, prior to proceeding with the award(s).

Failure to Enter into Agreement

Bidders acknowledge and agree that CDIC does not represent or warrant that they will be able to conclude an agreement and has no obligation to conclude an agreement. If the parties cannot conclude negotiations and finalize the agreement for the Goods, CDIC may determine at any time, in its sole and absolute discretion to discontinue negotiations. This process will continue until an agreement is finalized, until there are no more Bidders remaining that are eligible for negotiations or until CDIC elects to cancel the RFSA process.

Evaluation Point Allocation Chart

The following tables show a summary of the evaluation steps and methodology for this RFSA:

Steps	Description	Maximum Points	Minimum Points Required
1	Substantial Completeness	Pass	Pass
2	Technical Offer Part 1 of Appendix "C-1" (Technical Offer) Business Experience and Expertise (Rated)	100 points	70 points (70%)
3	Stream Specific Capabilities Forms Part 2 of Appendix "C-1" (Technical Offer) Technical Experience and Expertise (Rated) (Appendix "C-2" (Stream Specific Capabilities Form))	100 points for each Stream Specific Capabilities Form	Consisting of a minimum of 70 points (70%) for each Stream Specific Capabilities Form

Scoring Methodology

The following is the basis for the scoring method that will be applied to the Rated Requirements in Appendix “C-1” (Technical Offer) and Appendix “C-2” (Stream Specific Capabilities Form):

Score	Rationale
5	Fully meets and/or exceeds CDIC’s requirement. No weaknesses exist. A comprehensive response with no significant gaps.
4	Very Good, substantially meets CDIC’s requirement. Strengths exceed weaknesses, and weaknesses are easily correctable.
3	Acceptable, meets the basic requirement of CDIC. There may be strengths or weaknesses, or both. Weaknesses do not significantly impact the requirements and are correctable.
2	Marginal, falls short of meeting the basic requirement of CDIC. Weaknesses exceed strengths and will be difficult to correct.
1	Unacceptable, minimal response, e.g., statement of compliance with no substantiation. Noted deficiencies are expected to be very difficult to correct or are not correctable.
0	Unresponsive, no relevant response / unsatisfactory.

Each Rated Requirement is scored out of five (5) points and then multiplied by the maximum points allocated to a specific Rated Requirement and divided by five (5) to achieve a weighted score for a Rated Requirement.

The following example of how the scoring methodology is applied, is for illustration purposes only.

Rated Requirement Maximum Points: 30 Points

Scoring Methodology out of 5	0 Points	1 Point	2 Points	3 Points	4 Points	5 Points
Weighted Score = Score out of 5 x Maximum Points of 30 ÷ 5	0 Points	6 Points	12 Points	18 Points	24 Points	30 Points

[END OF SCHEDULE “B” (EVALUATION AND SELECTION PROCESS)]

Schedule "C"

Technical Offer Submission Form

INSTRUCTIONS TO BIDDERS: Technical Offer Submission Form should be accompanied by Appendix "C-1" (Technical Offer) and all applicable Appendix "C-2" (Stream Specific Capabilities Form(s)), for each Stream.

TECHNICAL OFFER

LEGAL NAME OF BIDDER: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE: _____

EMAIL: _____

SOLICITATION NUMBER: **RFSA 2023-4048**

TITLE: **Computer Hardware, Peripherals and Related Supplies**

1. The undersigned, as the authorized representative of the Bidder (hereinafter referred to as the **Bidder**) hereby offers to the Canada Deposit Insurance Corporation ("**CDIC**") all necessary Goods, services, labour, superintendence, supplies and facilities, and pursuant to the above solicitation, warrants and certifies:

- i. It has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the Agreement if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*;
- ii. It has not been convicted of an offence under section 121, 124 or 418 of the *Criminal Code* other than an offence for which a pardon has been granted; and
- iii. It has read, understands and shall comply with the Supplier Code of Conduct included in Appendix C of Schedule "F" of the RFSA.

2. Ability to Provide Deliverables

The Bidder has carefully examined the RFSA documents and has a clear and comprehensive knowledge of the Goods required. The Bidder represents and warrants its ability to provide the Goods in accordance with the requirements of the RFSA for the rates set out in its proposal.

3. Acknowledgment of Non-Binding Procurement Process

The Bidder acknowledges that the RFSA process will be governed by the terms and conditions of the RFSA, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a contract, a bidding process contract), and that no legal relationship or obligation regarding the procurement of any Good or service will be created between CDIC and the Bidder unless and until CDIC and the Bidder execute a written agreement for the Goods.

4. No Prohibited Conduct

the Bidder declares that it has not engaged in any conduct prohibited by this RFSA.

5. Conflict of Interest

The Bidder must declare all potential Conflicts of Interest. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of CDIC within twelve (12) months prior to the Deadline for Proposals.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSA.

Otherwise, if the statement below applies, check the box.

- The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSA.

If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or potential Conflict of Interest:

6. Disclosure of Information

The Bidder hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this proposal by CDIC to the advisers retained by CDIC to advise or assist with the RFSA process, including with respect to the evaluation this proposal.

By signing this Form the Bidder represents that the above information is true as of the date indicated below and will continue to be true for the duration of any resulting Contract. Bidder understands that the certifications provided to CDIC are subject to verification at all times, and further understands that CDIC will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the solicitation or contract period. CDIC reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by CDIC will constitute a default under any resulting Contract.

Bidder Signature

Date

Print Name

Title

I have authority to bind the Bidder.

PROPOSALS WHICH DO NOT CONTAIN THE REQUESTED DOCUMENTATION MAY BE DEEMED NON-COMPLIANT.

[END OF SCHEDULE "C" (TECHNICAL OFFER SUBMISSION FORM)]

Appendix “C-1”

Technical Offer

INSTRUCTIONS TO BIDDERS: The Bidder must not alter the format of the table below in any way, other than to remove highlighted text and add hard returns to provide responses. Columns and rows are not to be added or deleted.

Part 1 – Business Experience and Expertise - Rated Requirements (Maximum Points – 100 Points)

Applicable to all Streams (one Technical Offer per Bidder).

Section 1. Bidder Information – Not Rated
Bidder should provide the following information

a) Bidder's Legal Name:	[Insert legal name]
b) Number of employees employed by the Bidder (identify the number of full-time, part-time and contract personnel):	
	(Maximum of 200 words)
c) Description of the corporate history of Bidder, including any acquisitions or divestitures over the last ten (10) years:	
	(Maximum of 500 words)

Section 2. Bidder's Technical Offer
The Bidder should identify the Stream(s) for which Bidder is submitting a Proposal by placing an in one or all of the applicable boxes.

- 1. Stream #1: Laptops and Computing Devices
- 2. Stream #2: Peripherals
- 3. Stream #3: Cables and Adapters

Section 3. Rated Requirements

Part 1 – Rated Requirements (Maximum Points – 100)

Applicable to all Streams (one Technical Offer per Proposal).

RR1. Organizational Experience – (Maximum Points – 30)

Bidder should clearly describe its organization's experience and ability to provide the Goods in relation to the proposed Stream(s) the Bidder is offering as part of its Proposal.

In its response, Bidder should clearly demonstrate, at a minimum:

- a) The number of years the Bidder has been in Business;
- b) The number and address of locations and/or warehouses within Canada; and

- c) Its experience supplying Goods related to each Stream(s) the Bidder will be offering as part of its Proposal to a Canadian public sector client. (Please specify the level of government, location and area of activity of the client only).

A1. (Maximum of 1,000 word)

RR2. Account (Client) Management – (Maximum Points – 15)

Bidder should clearly describe its approach to effectively manage its relationship with CDIC and meet CDIC's requirements in relation to the Stream(s) the Bidder is offering as part of its Proposal.

In its response, Bidder should clearly demonstrate:

- a) How the Bidder plans to establish and maintain an effective working relationship with CDIC;
- b) How the Bidder will handle any issues that may arise between the Bidder and CDIC;
- c) How the Bidder will manage client feedback and changes; and
- d) Any escalation and complaint resolution mechanism and/or procedures applicable to each proposed Stream.

A2. (Maximum of 500 words)

RR3. Delivery Management – (Maximum Points – 15)

Bidder should describe in detail its approach to effectively manage the delivery of Goods, by addressing each of the following items in its response:

- a) Methodologies and tools used to ensure the timely delivery of Goods;
- b) How the Bidder proposes to manage its inventory in order to ensure that Goods indicated in their quote, in response to a Call Up, will be available to ship once a Purchase Order is issued; and
- c) How the Bidder will collaborate with CDIC and maintain regular communication regarding delivery and backordered Goods;

A3. (Maximum of 500 words)

RR4. Inventory and Supply Chain Network Management – (Maximum Points – 20)

Bidder should clearly describe how it proposes to manage its partnerships, reseller status, and inventory for each of the Stream(s) the Bidder is offering as part of its Proposal.

In its response, Bidder should clearly describe:

- a) Existing inventory management practices and on-hand inventory control(s);
- b) Process in place to manage its supply chain network to maximize efficiency and maintain or lower costs; and
- c) Process in place to manage the transition for obsolete products, discontinued Goods or generation changes.

A4. (Maximum of 500 words)

RR5. Forced Labour and Child Labour in Supply Chains – (Maximum Points – 10)

Bidder should clearly describe any existing practices and/or measures it has taken to ensure that in its workplaces, activities and supply chains, forced labour and child labour are not used at any stage of the production of Goods produced, purchased or distributed to CDIC.

A5. (Maximum of 1,000 words)

RR6. Environmental and Social Considerations – (Maximum Points – 10)

Bidder should clearly describe its approach to including environmental and social considerations in its operations and in its supply chains, by describing, at a minimum, the following elements in its response:

- a) Existing practices and/or measures taken in support of the environment, including reducing its organization’s carbon footprint and promoting green procurement, including the use environmentally preferable packaging for its Goods;
- b) Hiring practices in support of diversity, inclusion and equity; and
- c) Measures taken to identify and remove barriers and increase accessibility for persons with disabilities.

A6. (Maximum of 1,000 words)

Part 2 –Stream Specific Capabilities - Rated Requirements - Stream Specific Capabilities – (Maximum Points – 100 Points per Stream Specific Capabilities)

Each Stream be evaluated separately. Bidder to complete Appendix “C-2” (Stream Specific Capabilities Form). One form for each Stream being proposed.

[END OF APPENDIX “C-1” (TECHNICAL OFFER)]

Appendix “C-2”

Stream Specific Capabilities Form

<<INSTRUCTIONS TO BIDDERS: Bidders are required to use the form provided as this Appendix “C-2”. A separate Stream Specific Capabilities Form must be completed for each individual Stream for which the Bidder wishes to qualify for. Each Stream Specific Capabilities Form will be evaluated out of a maximum one hundred (100) Points.

Bidders must identify, in Section 1 of the Stream Specific Capabilities Form, the Stream to which the form pertains to by placing an (X) in the box beside the name of the Stream to which the form relates, respectively. If the Bidder places an (X) in more than one box, CDIC will only evaluate the Stream Specific Capabilities indicated by the first box in which an (X) appears. A separate Stream Specific Capabilities Form must be completed for each individual Stream for which the Bidder wishes to qualify as identified in Appendix “C-1” (Technical Offer).

Only one Stream Specific Capabilities Form may be submitted for each Stream. If a Bidder submits more than one (1) Stream Specific Capabilities Form for the same Stream in its Proposal, CDIC will only evaluate the first Stream Specific Capabilities Form submitted for that Stream, in the order in which it appears in the Proposal. >>

The bidder must not alter the format of the table below in any way, other than to add rows, remove highlighted text and add hard returns to provide responses.

Part 2 – Technical Capabilities - Rated Requirements (Maximum Points – 100 Points)

NOTE: Bidder should complete and submit one (1) Stream Specific Capabilities Form for each Stream.

Bidder’s Legal Name:	<p>[Insert legal name of company/firm who provided the Goods under this Engagement]</p> <p><i>“Bidder’s Legal Name” provided in the Stream Specific Capabilities Form is the same as the Bidder’s legal name provided in <u>Schedule “C”</u> (Technical Offer Submission Form).</i></p>
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<p>1. Rated Requirements The Bidder should identify the Stream profiled in this Stream Specific Capabilities (ONLY 1 Stream per Stream Specific Capabilities Form) by placing an “X” in the applicable box. Bidder must also identify which Goods Categories they can supply commodities for by placing an “X” in the applicable box here below, for the applicable Stream.</p>		
<p>Bidder must be able to supply all Goods identified in the Goods Categories for a given Stream in order to be eligible for that specific Stream. Bidder who are not able to supply products for all the identified Goods Categories within one specific Stream shall be considered non-compliant and will receive no further consideration for the specified Stream.</p>		
<input type="checkbox"/> 1.Stream #1: Laptops and Computing Devices	<input type="checkbox"/> 2. Stream #2: Peripherals	<input type="checkbox"/> 3. Stream #3: Cables and Adapters
Goods Category	Goods Category	Goods Category
<input type="checkbox"/> 1. Laptops	<input type="checkbox"/> 1. Monitors	<input type="checkbox"/> 1. Power Cables
<input type="checkbox"/> 2. High-Performance Laptops	<input type="checkbox"/> 2. Docking Stations	<input type="checkbox"/> 2. Network Cables
<input type="checkbox"/> 3. Computing Devices	<input type="checkbox"/> 3. USB Web Camera	<input type="checkbox"/> 3. USB Cables
	<input type="checkbox"/> 4. Wireless Keyboard and Mouse Combo	<input type="checkbox"/> 4. USB Adapters
	<input type="checkbox"/> 5. Keyboard	
	<input type="checkbox"/> 6. Mouse	

2. Technical Capabilities (Maximum Points - 100)

RR2.1 Description of Available Goods – (Maximum Points – 20)

Bidder should describe the Goods that will be available for supply and purchase for each of the Goods Categories under the specified Stream during the term of any resulting Purchase of Goods Agreement. Bidder should include brand name(s)/manufacturer(s) available for each Goods Category.

The details should clearly demonstrate relevance to the Goods Categories of the respective Stream Bidder is proposing as described in Appendix “A-1”, Appendix “A-2”, and Appendix “A-3” as applicable.

A2.1 (Maximum of 500 words)

RR2.2 Authorized Reseller Status – (Maximum Points – 20)

Bidder should provide a list of Original Equipment Manufacturers (OEMs) for which they are authorized resellers for the Goods indicated in each of the Goods Categories under the specified Stream and include proof of their status in the form of a letter or certificate issued by the OEM.

Bidders should also include the following information in their response:

- a) Manufacturer Name;
- b) Reseller agreement type;
- c) Term of agreement; and
- d) Any limitations or exclusions.

A2.2 (Maximum of 500 words)

RR2.3 Ongoing Access to Goods – (Maximum Points – 20)

Bidder should describe in detail how the Bidder will maintain a continuous supply for the Goods indicated in each of the Goods Categories under the specified Stream during the term of any resulting Purchase of Goods Agreement.

A2.3 (Maximum of 500 words)

RR2.4 Quality Assurance – (Maximum Points – 20)

Bidder should clearly describe its approach to quality assurance for the Goods indicated in each of the Goods Categories under the specified Stream and address the following as part of its response:

- a) Approach to quality assurance for the performance of the Goods;
- b) How the quality assurance approach will be consistent throughout the duration of the term, including such approach for any subcontractors (if applicable); and
- c) Any processes it has in place to measure performance of Goods and any subcontractor(s) (if applicable) against such performance levels.

A2.4 (*Maximum of 500 words*)

RR2.5 Warranty and Replacement Process – (Maximum Points – 20)

Bidder should clearly describe its existing warranty and replacement process for each of the Goods Categories under the specified Stream by addressing the following:

- a) Components that are covered by the warranty and which components are not covered;
- b) Length of basic Manufacturer Warranty;
- c) Length of any available extended warranty (whether in-house or manufacturer's extended warranty); and
- d) Bidder's approach and process for the replacement of Goods under warranty.

A2.5 (*Maximum of 500 words*)

[END OF APPENDIX "C-2" (STREAM SPECIFIC CAPABILITIES FORM)]

Schedule "E"

Required Forms

The following is a list of required forms which must be included in the Bidder's Proposal as applicable.

Appendix	Description and Requirement
<u>Schedule "C"</u>	Technical Offer Submission Form
<u>Appendix "C-1"</u>	Technical Offer <i>(One (1) per Proposal)</i>
<u>Appendix "C-2"</u>	Stream Specific Capabilities Form <i>(One (1) for each Stream being proposed)</i>

[END OF SCHEDULE "E" (REQUIRED FORMS)]

Schedule "F"

Form of Purchase of Goods Agreement

Attached is the Purchase of Goods Agreement ("PGA") for this RFSA.

It is CDIC's intent to execute all agreements awarded under this RFSA based on this PGA to facilitate contract management activities, notwithstanding any deviations previously agreed to by CDIC in other purchase orders or agreements. Within the PGA are highlighted provisions that cover issues that CDIC will require to be addressed in the final form of agreement. Bidder may request adjustments to the standard form, however, CDIC may refuse to consider any Bidder's request, in its sole and absolute discretion.

CDIC Contract No. 2023-4048 FR_XXXX

PURCHASE OF GOODS AGREEMENT

This purchase of goods agreement (the "**Agreement**") is entered into with effect as of the and from the date of the last signature of the parties below (the "**Effective Date**") by and between:

CANADA DEPOSIT INSURANCE CORPORATION, a federal crown corporation established by an Act of Parliament, the *Canada Deposit Insurance Corporation Act*, with head offices located at 50 O'Connor Street, Ottawa, ON, K1P 6L2 ("**CDIC**").

And

FULL LEGAL NAME OF SUPPLIER, a legal entity incorporated/established under the laws of <*> , with offices located at <*> (the "**Supplier**").

WHEREAS CDIC issued a request for supply arrangements ("**RFSA #**") (for material and/or equipment as defined herein (the "**Goods**") and the Supplier qualified to supply the Goods with the submission of his proposal dated <*> (the "**Proposal**");

WHEREAS based on the information in the Supplier's Proposal, CDIC wishes to contract with the Supplier on a non-exclusive basis pursuant to the following terms and conditions; and

WHEREAS this Agreement sets out the major terms and conditions applicable to the Goods supplied by the Supplier, pursuant to Section 2 herein.

IN CONSIDERATION of the above, the mutual covenants set out herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

The terms contained in this Agreement constitute a binding contract between CDIC and the Supplier and supersede any prior agreement. No future amendment shall be binding upon either party unless asserted in writing by both parties.

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms shall have the meanings set out below:

“Call Up” means a document issued by CDIC to a Supplier(s), that includes instructions and applicable goods requirements, which may result in a Purchase Order.

“Goods” means merchandise and/or equipment being offered by a Supplier of which the condition is new and of merchantable quality. The Goods must be compliant to the characteristics and perform the functions and performance appearing on the inserts, catalogues, or other documents of the Supplier.

“Purchase of Goods Agreement” or **“PGA”** means the agreement entered into by a Supplier with CDIC, for any one or all of the Streams under the Supply Arrangement.

“Purchase Order” means the authorization issued by CDIC, following the receipt of a Supplier’s response to a Call Up, authorizing the purchase of goods to be completed under the Supply Arrangement.

“RFSA” means any request for supply arrangement issued by CDIC.

“Supplier” means any successful bidder that has entered into a Purchase of Goods Agreement under RFSA # 2023-4048 or any other CDIC issued RFSA.

“Supply Arrangement” means an arrangement entered into between a Supplier and CDIC by executing a Purchase of Goods Agreement following an RFSA.

2. SUPPLY AS AND WHEN REQUESTED

- 2.1 Subject to the terms contained herein, the Supplier shall supply the Goods pursuant to the Call Up process.

The Call Up process shall commence with the issuance of a Call Up by CDIC, in the form set out in Appendix A.

CDIC may issue a Call Up to the Supplier and to other suppliers selected pursuant to this Purchase of Goods Agreement, or to a party other than a Supplier under an alternative Supply Arrangement or other arrangement to provide similar goods. The Call Up will set out a description of the Goods, quantities required, the timeframes for delivery, ship to location and any other requirements.

If the Supplier wishes to respond to a Call Up, then the Supplier shall prepare, at no cost to CDIC, a written response delivered to CDIC. The Supplier’s response to the Call Up shall comply with the requirements set out in the Call Up.

If the Supplier receives a Call Up but does not intend to submit a response, the Supplier shall notify CDIC that it will not respond.

- 2.2** CDIC will execute a Purchase Order, substantially in the form attached herein under Appendix B, with each Supplier whose response is deemed successful and complies with the requirements of the Call Up. Once the Purchase Order is executed between CDIC and the Supplier, the Supplier shall proceed with the delivery of Goods, in accordance with the terms of the Purchase Order.
- 2.3** Any change or amendment to a Purchase Order must be executed in writing by way of an amendment to the Purchase Order and executed by duly authorized representatives of the parties.
- 2.4** CDIC shall have no liability or obligations for any Goods that are not ordered under a Purchase Order. Supplier acknowledges that this Agreement, including a Call Up issued under the process set out in this section, do not constitute an obligation for CDIC to purchase any Goods, including on an exclusive basis or for any minimum quantities, unless and until such quantities are specified in a Purchase Order.

3. CHARACTERISTICS OF THE GOODS

If the Goods indicated on the face of the Purchase Order deal with serial material or equipment, they shall be new and of merchantable quality and compliant to the characteristics and perform the functions and performance appearing on the inserts, catalogues or other documents of the Supplier.

Any Goods, whether concerning a serial or specific material or equipment, will have to be compliant and meet the specifications mentioned in the technical documentation attached to the contract or stated on the face of the purchase order. The Goods, whether concerning a serial or specific material or equipment will have to comply to State of the Arts standards, codes, rules and regulations, and usage, in force where the Goods are destined to be installed or used, including the ones applicable in environmental and occupational health and safety issues and shall be fit for purpose. If the Supplier estimates that the Goods will not perform the functions and performances required, or more generally, are not susceptible to be used in a way for which they were intended, they must notify CDIC in writing within ten (10) days of the order.

4. TERM

This Agreement shall come into effect on the Effective Date and, unless terminated earlier in accordance with its terms, shall remain in full force and effect until all obligations detailed in any active Purchase Orders have been rendered up to April 30, 2027 from the Effective Date (the “Term”).

5. SUBCONTRACTING AND ASSIGNMENT

The Supplier may not subcontract the supply of the Goods stated in the Agreement or any given Purchase Order without prior written consent from CDIC. In the event where consent is given, the Supplier will remain liable towards CDIC for the supply of Goods. The Supplier may not assign any right or obligation stated in the contract without prior written consent from CDIC.

6. CANCELLATION BY CDIC

CDIC may unilaterally cancel this Agreement or any Purchase Order, partially or integrally.

In the event where the Supplier does not fail to respect its contractual obligations, and that the Goods concerned are serial material or equipment, the price payable by CDIC would correspond to the price of the Goods delivered, except the Goods concerned in the cancellation. In the event where the Goods

concerned are specific material or equipment and that the Supplier does not fail to respect its contractual obligations, the price payable by CDIC will be limited to the proportion of the price agreed to for the delivered Goods as well as the fees and expenses paid by the Supplier before the cancellation that, in which case, would not be paid for by the payment mentioned above. However, the Supplier shall not request from CDIC any damage in respect to the loss of profit on the part of the Goods not yet delivered at the moment of the cancellation.

7. CANCELLATION UPON SUPPLIER'S DEFAULT

In the event that the Supplier would not respect one of its obligations in terms of the contract, CDIC can, after transmission to the Supplier of a corrective request remaining unsuccessful after ten (10) business days, cancel this Agreement or any Purchase Order, with provision to any other right or action assigned towards the Supplier.

The Agreement or any Purchase Order can also be cancelled by CDIC if so desired, in the event where the Supplier is disposing of his Goods or is in default or is targeted by a judicial liquidation or ceasing its activities.

In the event of a cancellation by CDIC for any reason mentioned above, CDIC can, with provision to all other rights or actions towards the Supplier: ensure either by itself or by a third party, the continuation of the Agreement and deduct any additional expense incurred from the amounts due to the Supplier without prejudice to his right to claim any exceeding amount not compensated in any other way, or: refuse the Goods and request the Supplier to refund all the money given up to date.

8. DELIVERY

- 8.1** The Purchase Order specifies the location and the term of delivery of the Goods. Terms of delivery being strict, the Supplier will be liable towards CDIC of any damage it would incur in connection with the failure to deliver the goods on the date agreed upon including, but not limited to, penalties for tardiness charged to CDIC by his own clients;
- 8.2** The Term of delivery shall not be extended except in the case of a force majeure. The Supplier shall notify in writing within forty eight (48) hours of their occurrence, the force majeure's facts susceptible to justify the extension of the term. The Supplier may not invoke any delay extension if they did not proceed to the notification as stated above or if the facts that they allege occurred after the expiry of the term of delivery.
- 8.3** Unless otherwise stated in the Purchase Order, the Goods to be delivered to CDIC by the Supplier in accordance with the Purchase Order shall be delivered according to Incoterms 2020, DDP (Delivered Duty Paid).

9. INSPECTION

- 9.1** Inspection – CDIC is authorized to have the Goods noted and verified by its representatives duly mandated following delivery. If these tests and verifications reveal that the Goods are defective or not compliant to the Agreement or a given Purchase Order, the Supplier must solve the issue at his own expense in the delay prescribed by CDIC.
- 9.2** The inspections mentioned above are not an obligation upon CDIC and CDIC reserves its right to waive them. The liability of the Supplier is not decreased in any way by these tests, controls and inspection, whether they are done or not, or that they are revealed conclusive or not.

10. RISK TRANSFER

The title and risks of the Goods are transferred to CDIC only once the delivery is duly complete and that the tests and verifications indicated above have been to the satisfaction of CDIC.

11. WARRANTIES

- 11.1** During the period mentioned hereafter, the Supplier shall at no additional cost to CDIC, cure any defect, apparent or hidden, affecting the Goods. They shall also proceed at their own expense to any intervention or replacement in the event that the Goods, even clear from defects, do not meet the required functions, do not meet the requested performances or, more generally, do not meet the usage they were intended for.
- 11.2** Unless otherwise stipulated in the Agreement or the Purchase Order, the duration of the warranty conferred is one (1) year; beginning on the day the Goods are delivered.
- 11.3** The Supplier, informed by CDIC of any defect or fact justifying the implementation of the present warranty, will have to proceed at his expense and his own risks to the intervention, repair, replacement of parts, etc. as soon as possible and in any case, within ten (10) business days of the notice sent by CDIC.
- 11.4** After the execution of these interventions, repairs or replacements, the Goods or their concerned parts will benefit from a new warranty of the same duration as the one specified in **Article 11.2** mentioned above.
- 11.5** Beyond the warranty period mentioned in the present article, the Supplier remains bound to the warranties and legal liability that rest upon him under common law regulations. The warranty obligations transferred under the present Article are not exclusive and are added to the other warranty obligations and liabilities that rest upon him under common law regulations.

12. LIABILITIES – INSURANCES

- 12.1** The Supplier is solely liable for any bodily injury, material or any other damage incurred during manufacturing, delivery, assembly (if in charge or doing it or supervising it), testing or operating of Goods or causes by the Goods, whether the damage is incurred by CDIC, its employees, the Supplier's employees or a third party. The Supplier is also liable for damages of any nature incurred by the Goods until risk transfer. Finally, they are liable for bodily injuries, material or any other damage resulting from vices, operating defects or lack of performance of the Goods.
- 12.2** The Supplier shall take up the defense and keep CDIC clear from any prosecution and/or claim relative to damages to which the liability rests upon the Supplier, notably, but not limited to, under **Article 12.1**.
- 12.3** The Supplier shall subscribe, upon approval of the Agreement to one or several insurance policies from one or several authorized insurance companies covering risks and liabilities mentioned above for an amount not less than two million dollars (\$2,000,000). The Supplier shall provide, at CDIC's first request, a certificate confirming such coverage.

13. PAYMENT TERMS

- 13.1** Unless otherwise specified, all references to monetary amounts in this Agreement are to lawful currency of Canada.
- 13.2** Unless otherwise stipulated on the face of the Purchase Order, the taxes are extra of the indicated price. Federal (GST/HST) and provincial taxes must be shown as a separate item on the invoice. Supplier's registration number must be indicated. In the case of invoices including overseas transportation, their content must be compliant with any other applicable Canadian law and/or regulation. Any particular element concerning the transportation conditions concluded must also be indicated on the invoice (Incoterm 2020). If the shipping is prepaid, the costs must also be shown on the invoice.

- 13.3 The invoice can not be transmitted before the delivery of the Goods. Goods are payable by CDIC according to the terms included in the Purchase Order.
- 13.4 CDIC can withhold payment to the Supplier until the latter:
- a. has completed and delivered to CDIC the prescribed statutory declarations and receipt forms, including the ones required for the project where the Goods are integrated;
 - b. and, in the event where the Supplier resorted to the services of sub-contractors or suppliers, has supplied the appropriate receipt forms emitted by the latter;
 - c. has supplied attestations from the *Occupational Health and Safety Act* demonstrating that the Supplier is in order with these regulations;
 - d. has supplied all the proofs of insurance and other documents stated in **Article 13.3**.
- 13.5 The Supplier recognizes that CDIC has the right to withhold or use any amount due to counter or solve a violation of the Agreement, or indemnify it, with provision to all of his other rights and actions of CDIC.

14. SUPPLIER RESPONSIBILITES

The Supplier acknowledges and agrees that any of its vendors and employees will act in conformity with CDIC's Supplier Code of Conduct attached herein in Appendix C.

15. INTELLECTUAL PROPERTY

- 15.1 **Supplier Intellectual Property Rights.** If any Supplier Intellectual Property Rights are incorporated into, or are necessary for the use of, any Goods, the Supplier will grant to CDIC a non-exclusive, irrevocable, royalty-free, license to use, and to authorize others to use, the Supplier Intellectual Property Rights in conjunction with the Goods. For the purposes hereof, the term "**Supplier Intellectual Property Rights**" means the proprietary intellectual property, including software, documentation, procedures, or know-how, used by the Supplier in developing the Goods.
- 15.2 **Third-Party Property Rights.** If any Third-Party Property is incorporated into, or is necessary for the use of, any Goods, the Supplier will secure from such third parties, for the benefit of CDIC, a non-exclusive, irrevocable, royalty-free, license to use, and to authorize others to use, the Third-Party Property in conjunction with the Goods. For the purposes hereof, the term "**Third-Party Property**" means software or other intellectual property of a third-party incorporated into, or necessary for the use of the Goods.
- 15.3 The Supplier agrees to indemnify, defend and hold harmless CDIC and its respective employees, agents, officers, directors, successors and assigns (each, a "**CDIC Indemnitee**") from and against any claims that may be made or brought against the CDIC Indemnitee, or which they may suffer or incur, directly or indirectly as a result of or in connection with the infringement, alleged infringement or potential infringement by any aspect of the Goods of the Supplier Intellectual Property Rights or the Third-Party Property.

16. CONFIDENTIALITY

- 16.1 **Confidentiality.** Each party (the "**Receiving Party**") agrees that all Confidential Information (defined below in Article 16.3) already or subsequently communicated to it by the other party (the "**Disclosing Party**") in connection with this Agreement will be received in confidence, will be used only for purposes of this Agreement, and will not be disclosed to any person except Receiving Party's directors, officers, employees, agents and professional advisors who have a need to know the Confidential information and provided such persons may only receive such Confidential Information subject to their undertaking to maintain the confidentiality of same on terms and conditions that are at least as onerous as those that apply to the parties pursuant to this Agreement. Each party to this Agreement agrees to use the

same means it uses to protect its own Confidential information, but in any event not less than commercially reasonable means, to prevent the disclosure of the Disclosing Party's Confidential Information to third parties (except to the extent that more stringent means are set out in this Agreement, in which case such means shall apply).

16.2 Exceptions. Neither party shall be prevented from disclosing information which is (a) already known by the Receiving Party without an obligation of confidentiality as shown by written records; (b) publicly known or becomes publicly known through no breach of any obligation owed to Disclosing Party; (c) rightfully received from a third party without an obligation of confidentiality as shown by written records; (d) independently developed without use of Disclosing Party's Confidential Information as shown by written records; or (e) generally disclosed without similar restrictions to third parties by the Disclosing Party. Receiving Party may disclose the Confidential Information of the Disclosing Party in response to a request for disclosure by a court or another Governmental Authority, including a subpoena or court order or in accordance with the practices and procedures of Parliament (including any committee of the House of Commons or Senate of Canada), if the Receiving Party; (i) promptly notifies the Disclosing Party of the terms and the circumstances of that request, (ii) consults with the Disclosing Party, and cooperates with the Disclosing Party's reasonable requests to resist or narrow that request, (iii) furnishes only information that, according to advice of its legal counsel, Receiving Party is legally compelled to disclose, and (iv) uses commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the information disclosed. The provisions of this paragraph will survive the expiration or termination of this Agreement.

16.3 For the purpose of this Agreement, "**Confidential Information**" shall include all information, in any form, furnished or made available directly or indirectly that is (i) marked confidential, restricted, proprietary, or with a similar designation, or (ii) disclosed orally and identified as confidential at the time of disclosure or (iii) by its nature or the circumstances surrounding disclosure ought to be treated as Confidential Information. Confidential Information shall include Personal Information (as defined in the Privacy Act) and all patents and patent applications, trade secrets, copyrighted information, price lists, business plans, data, materials, products, technology, computer programs, specifications, manuals, ideas, techniques, processes, know-how, inventions, models, drawings, algorithms, source code documents and other information disclosed or submitted in writing, orally or by any other tangible media. For greater certainty, any such materials, documents and information relating to this Agreement and that were furnished or made available to the other party prior to the date of this Agreement are Confidential Information. Confidential Information includes the terms of this Agreement.

17. AMENDMENTS

This Agreement may be changed, amended or modified at any time by written instrument executed by the authorized representatives of the Parties.

18. DISPUTES

Any dispute inherent or consequent to the Agreement, a Purchase Order or the Goods shall at first instance be decided or resolved by the most senior designated representative from each party. Each party acknowledges that it is in their mutual best interests to make all such decisions by mutual agreement and agrees to act reasonably and in good faith in order to permit and encourage their employees and officers to do so. If the designated representatives are not able to resolve any dispute referred to them within fifteen (15) days of such referral, or if they are not able to agree on any other matter required to be decided by them under this Agreement, either party may refer the matter to

arbitration in accordance with the provisions of the Commercial Arbitration Act, R.S.C., 1985, c. 17 (2nd Supp.).

19. NOTICES

Any notice required or permitted to be given hereunder in writing may be delivered (including by commercial courier) or sent by facsimile, email or other electronic transmission. Delivered notices shall be deemed received upon delivery during business hours. Notices sent by facsimile, email or other electronic transmission or delivered outside of business hours shall be deemed received on the next business day following the day of transmission or delivery. The addresses to be used for any deliveries or transmissions may be changed by notice given in accordance with this article and, until so changed, shall be as follows:

if to the Supplier:

<*name + address*>
Attention: <*name*>, <*title*>
Fax: <*>
Telephone: <*>
Email: <*>

and if to CDIC:

Canada Deposit Insurance Corporation
50 O'Connor Street, 17th Floor
Ottawa, Ontario K1P 6L2

Attention: <*name*>, <*title*>
Fax: (613) <*>
Telephone: (613) <*>
Email: <*>@cdic.ca

20. JURISDICTION AND GOVERNING LAW

This Agreement is deemed to be concluded in Ottawa, province of Ontario. The law governing this Agreement is the one of the province of Ontario.

21. SURVIVAL OF THE PURCHASE ORDER

Any rights and obligations remaining to be exercised or performed, as applicable, pursuant to any Purchase Order formed prior to the expiration of the Term shall continue in full force and effect, and shall continue to be governed by the provisions of this Agreement.

22. NO OTHER TERMS

Supplier's delivery of Goods pursuant to a Purchase Order is governed by the terms of the Agreement. Any terms and conditions which are contained in any other document submitted by the Supplier, such as Purchase Order acknowledgement, invoice or any other such document are hereby expressly rejected and superseded by the terms of the Agreement.

[SIGNATURE PAGE FOLLOWS]

THE PARTIES HAVE EXECUTED this Agreement as of the latest date this Agreement is signed by all the Parties (the “**Effective Date**”).

**CANADA DEPOSIT INSURANCE
CORPORATION**

Name:

Title:

Date:

I have authority to bind the above
corporation

SUPPLIER’S LEGAL NAME

Name:

Title:

Date:

I have authority to bind the above
corporation

**Appendix A
CALL UP FORM**

(SAMPLE ONLY)

All correspondence and invoices **MUST** show the Call Up Number and Purchase of Goods Agreement number.

SECTION 1: Call Up Details	
Call Up Number: <i><Insert Call Up Number></i>	Purchase of Goods Agreement Number: CDIC 2023-4048
Call Up Type: <i><Select one of the following></i> <input type="checkbox"/> Direct <input type="checkbox"/> Mini-Quotation (issued to multiple Suppliers)	Call Up Title: <i><Insert Call Up Title></i>
To: <i><Select the applicable number of Suppliers to be invited to submit a Quote. Response as required under the applicable User Guide and insert the names of the Suppliers></i> <i><When submitting a Funding Request, include the Call Up Form in the Funding Request></i> <i><Delete list of Suppliers and include the following when issuing the Call Up: Eligible qualified Suppliers have been invited to submit a response to this Call Up.</i>	Date of Call Up Issuance: <i><Insert Date Call Up Is Issued></i> Response Required by: <i><Insert Date and Time Response Is Required></i> Deadline to submit question regarding this Call Up is <i><insert date></i> , by 2:00 p.m. (Ottawa local time).
Stream: <i><Select one of the following, remove the non-applicable Streams></i> <input type="checkbox"/> Stream #1 – Laptops and Computing Devices <input type="checkbox"/> Stream #2 – Peripherals <input type="checkbox"/> Stream #3 – Cables and Adapters	Required Delivery By Date: <i><Insert Anticipated Delivery Date></i> Quote Validity Period: <i><Insert the Required Quote Validity Period. Ex: 30 days, 90 days></i>
Trade Agreements: <i><insert if applicable></i> This Call Up is a covered procurement under Chapter Nineteen (Government Procurement) of the Canada-European Union Comprehensive Economic and trade Agreement (CETA), Chapter Nineteen (Government Procurement) of the Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA) and Chapter Five (Government Procurement) of the Canadian Free Trade Agreement.	
Required Goods: CDIC requires pricing for the following goods:	

<Insert minimum requirements and specifications for the required good. Should multiple Goods be required for this Call Up, please copy table below and complete for each required Good. **Only one Stream can be selected per Call Up Form.** Delete tables from other non-applicable Streams>

Stream #1: Laptops and Computing Devices	
Goods Category	<Insert Goods Category Number and Title>
Goods Name	<Insert Goods Name>
CDIC's Current Make & Model	<Insert CDIC's Current Make & Model>
Processor	<Insert Processor Requirements>
Memory	<Insert Required Memory>
Storage	<Insert Required Storage>
Display Size	<Insert Required Display Size>
Network	<Insert Network Requirements>
Webcam and Port	<Insert Webcam and Port Requirements>
Maximum Weight	<Insert Maximum Weight>
Compatibility	<Insert Compatibility Requirements>
Warranty and Support	<Insert Required Warranty and Support>
Quantity	<Insert Required Quantity>
Delivery Locations and Quantities	<In the case where goods must be delivered to multiple locations, please specify location and quantity to be delivered to each location. If only one delivery location is required delete this row>

Stream #2: Peripherals	
Goods Category	<Insert Goods Category Number and Title>
Good's Name	<Insert Goods Name>
CDIC's Current Make & Model	<Insert CDIC's current Make & Model>
Minimum Requirements	<Insert minimum requirements>
Warranty and Support	<Insert warranty and support requirements>
Delivery Locations and Quantities	<In the case where goods must be delivered to multiple locations, please specify location and quantity to be delivered to each location. If only one delivery location is required delete this row>

Stream #3: Cables and Adapters	
Goods Category	<Insert Goods Category Number and Title>
Good's Name	<Insert Goods Name>
Type of Cable or Adapter	<Insert Type of Cable or Adapter>
Specifications	<Insert Specifications>
Length	<Insert required Length>
Color	<Insert required Color>
Delivery Locations and Quantities	<In the case where goods must be delivered to multiple locations, please specify location and quantity to be delivered to each location. If only one delivery location is required delete this row>

Delivery Location:

- On-Site (50 O'Connor Street, 17th Floor, Ottawa)
- On-Site (79 Wellington Street West, Suite 1200, Toronto)

<Only select above if ALL goods are to be delivered to the same location. If multiple delivery locations are required, delete this section and indicate quantities of each item to be delivered to each specific location in the table above>

Call Up Response Details:

With its response to this Call Up Form, the Supplier shall provide their pricing for the goods detailed in this Call Up form in the form of an official quote. The quotation must include a comprehensive breakdown of the costs which should include but is not limited to: the unit price of the goods, associated shipping fees, costs for extended warranty, and Eco-fees.

The official quotation must be submitted on the Supplier's official letterhead or other approved document that clearly identifies the Supplier.

The Supplier's quotation shall remain valid for a period of <90 days> from the date of submission. During this period, The Supplier shall not increase the price of the goods detailed in the quotation.

The Supplier should also provide all applicable warranty and support documentation. In the case where a Supplier proposes a Good that is not CDIC's current make & model, the Supplier should provide any documentation that would assist CDIC in the goods suitability testing.

CDIC reserves the right to cancel, modify, re-issue or suspend any aspect of this Call Up, in whole or in part, at any time, for any reason, including where it is deemed by CDIC, in its sole and absolute discretion, that no proposed goods meet the requirements herein. The Call Up is not an agreement to acquire the goods referred to therein.

Selection and Award

Award Criteria:

Quotations will be evaluated on a lowest evaluated cost basis. CDIC reserves the right to award the Call Up to the Supplier offering the most economically advantageous quote, with considerations given to the proposed delivery date of the goods. The successful Bidder(s) will be notified via email.

Following the award of a Purchase Order resulting from this Call Up, CDIC will inform unsuccessful Suppliers of the results.

[END OF CALL UP FORM]

**Appendix B
PURCHASE ORDER FORM**

Security Classification: Protected B / Classification de sécurité : Protégé B

Purchase Order



Page: 1 / 2

Purchase Order No.: **PO#01234**

Date: **MM/DD/YYYY**

Canada Deposit Insurance Corp
50 O'Connor Street, 17th Floor
Ottawa Ontario K1P 6L2
(Please bill to this address)

Vendor: **SAMPLE**
1 Any Street
City, Province/Country Postal Code

Ship To: Canada Deposit Insurance Corp
50 O'Connor Street, 17th Floor
Ottawa Ontario K1P 6L2

Payment Terms	Buyer ID
NET 30	XXXXXXX

L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit price	Tax	Ext.
1		Description of Goods/Services	MM/DD/YYYY	Each	1	\$		\$

Subtotal
Tax
Order Total

Authorized Signature _____

CANADA DEPOSIT INSURANCE CORPORATION (“CDIC”)

Purchase Order Terms and Conditions

The following constitute the terms and conditions relating to the attached purchase order (the “Purchase Order”) and acceptance of this Purchase Order shall bind the parties described in such Purchase Order, in addition to the terms and conditions in the written agreement covering the purchase of the goods ordered hereunder (the “Purchase of Goods Agreement”) entered into between the parties. The terms and conditions in the Purchase of Goods Agreement shall take precedence of the terms and conditions set out in the Purchase Order. Any terms proposed in Supplier’s acceptance of this Purchase Order which add to, vary from, or conflict with the terms herein or with the terms in the Purchase of Goods Agreement are hereby objected to and rejected in all respects, but such proposed terms shall not operate as a rejection of this Purchase Order, unless such variances or conflicts are in the terms of description of goods, quantity, price or delivery schedule of the goods.

1. The Purchase Order must not be altered or modified in any way without CDIC’s written consent and any waiver or exceptions of any terms or special terms relating to this Purchase Order (and any amendments) must be specifically agreed to in writing by an authorized CDIC representative in order to be valid.
2. The CDIC Purchase Order number must appear on all boxes, packages, shipping documents, invoices and correspondence. Packing lists must be enclosed with each corresponding shipment.
3. The Supplier warrants that the goods (a) are fit for the purpose for which they are purchased, (b) are free from defects, (c) are delivered new, in original packaging and adequately packaged and labelled, and (d) meet the required specifications. These warranties will survive acceptance and use. Supplier agrees to replace or correct defects in any goods at no charge to CDIC. If Supplier does not correct or replace such defects following reasonable notice by CDIC, CDIC may make such corrections or replace such goods at the expense of Supplier.
4. The Supplier acknowledges and agrees that all material, regardless of format, produced by or on behalf of the Supplier and specifically for CDIC pursuant to the Purchase Order shall become the sole and exclusive property of CDIC, that it will do such things as are necessary to effect the transfer or assignment of its rights in such material to CDIC, and such material shall form part of CDIC’s confidential information.
5. This order shall not be billed at a price higher than the last quoted by the Supplier in their response to the Call Up unless the price is stated on the face of this Purchase Order. Supplier warrants that the prices for the goods contemplated by this Purchase Order are not less favourable than those currently extended to any other customer for the same or similar goods in similar quantities.
6. The goods ordered in the Purchase Order shall be payable Net 30 days unless otherwise stipulated in the Purchase Order.
7. CDIC may setoff amounts owing to Supplier under this Purchase Order against amounts owed by Supplier to CDIC under this or any other transaction with Supplier.
8. No additional charges will be accepted by CDIC for packing, crating or transportation unless specifically specified on the Purchase Order.
9. CDIC may terminate this Purchase Order in its sole convenience, in whole or in part. In the event of such termination, Supplier shall immediately cease all work associated with this Purchase Order. For customized work performed or goods produced specifically for CDIC, CDIC will pay a reasonable termination charge based on a percentage of work completed prior to the notice of termination. In addition, CDIC reserves the right to cancel all or any part of the Purchase Order if such order is not filled or delivered as specified in the Purchase Order. Any and all goods or materials that do not meet such specifications shall be returned to the Supplier forthwith at the Supplier’s own cost and responsibility.
10. Title to the goods shall not be transferred to CDIC until the goods have been inspected and accepted by CDIC and the Supplier shall bear the risk of loss or damage until such acceptance has been given. However, acceptance by CDIC of all or part of the goods, or payment therefore, shall not constitute a waiver or the right of CDIC to cancel all or any part of the Purchase Order and return goods or materials to the Supplier at the Supplier’s cost.
11. Supplier warrants that all goods supplied hereunder will have been produced in compliance with and Supplier agrees to be bound by all applicable federal, provincial and local laws, orders, rules and regulations. Supplier agrees to conduct its business for CDIC so as to avoid any conflict of interest.
12. The Supplier acknowledges that time is of the essence with respect to delivering the goods ordered by way of this Purchase Order. Any failure to meet the stipulated delivery date shall entitle CDIC to cancel the order without liability of any kind.
13. The Supplier covenants and agrees that it shall maintain comprehensive general liability insurance with an insurance carrier acceptable to CDIC for a minimum of \$2,000,000.00 per occurrence. Supplier shall provide to CDIC evidence of its insurance coverage promptly upon CDIC’s request.
14. The Supplier agrees to maintain in confidence and not disclose to any third party any confidential information which it may have received from or on behalf of CDIC, except as required by law, and subject to prior notice to CDIC. The Supplier will promptly report any actual or reasonably suspected loss, theft or breach of CDIC confidential information to CDIC.
15. The Supplier shall indemnify and hold CDIC and its affiliates, and their respective directors, officers, employees and agents harmless for any claims, demands or actions of any sort which may be made as a result of, arising from or relating to (i) the goods delivered to CDIC; (ii) any breach of or non-compliance with any of the terms of this Purchase Order; or (iii) allegations that the goods purchased hereunder infringe or violate any third party’s proprietary intellectual property rights.
16. The Supplier shall not sell, assign, transfer or subcontract any of its rights or obligations under the Purchase Order without the prior written consent of CDIC and provided that, in the event CDIC gives such consent, the Supplier shall remain liable for the fulfillment of all of its obligations under this Purchase Order.
17. This Purchase Order, and any documents referred to herein, including the Purchase of Goods Agreement, constitute the entire agreement between the parties related to the subject matter described herein.
18. In no event shall CDIC be liable for anticipated profits or for incidental or consequential damages. CDIC’s liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods thereof which gave rise to the claim. CDIC shall be liable for penalties of any kind or description.
19. CDIC’s failure to insist on performance of any terms and conditions herein or to exercise any right or privilege or CDIC’s waiver of a certain breach hereunder shall not thereafter waive any other terms, conditions or privileges, whether of the same or similar type.
20. This Purchase Order, including the present terms and conditions, shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Appendix C

SUPPLIER CODE OF CONDUCT

The Canada Deposit Insurance Corporation (“**CDIC**”) is committed to upholding the highest ethical standards in all of its activities. We expect our Suppliers to comply with applicable laws and to conduct themselves responsibly, ethically and with integrity.

This Supplier Code of Conduct (“**Code**”) outlines the principles and standards that CDIC Suppliers are required to follow and uphold in their business dealings with CDIC.

This Code applies to all vendors, contractors and suppliers, including each of their employees, officers, directors, agents, subsidiaries, affiliates and subcontractors (collectively, “**Suppliers**”) that have entered into an agreement to provide goods and/or services to CDIC.

It is the responsibility of Suppliers to ensure compliance with this Code. Suppliers must monitor each outsourcing and subcontracting arrangement to ensure it complies with this Code.

Compliance with this Code is mandatory for all Suppliers. CDIC expects Suppliers to comply with both the letter and the spirit of this Code. Conduct that is illegal, dishonest or unethical and which directly or indirectly involves the contracted goods and/or services constitutes a breach of this Code, whether or not the conduct is specifically addressed in this Code.

Business Integrity

Compliance with Laws

Suppliers must ensure that, in all of their activities, they conduct business in compliance with all applicable laws, rules and regulations.

Anti-Bribery and Anti-Corruption

Suppliers must comply with all applicable laws, rules, regulations relating to corruption, bribery, fraud and other prohibited business practices in the jurisdictions in which they operate. It is never acceptable for a Supplier to offer bribe, kickback or other unlawful payment or benefit to secure any concession, contract or other favourable treatment. Suppliers must not engage directly or indirectly in any activities that would put CDIC at risk of violating anti-bribery and anti-corruption laws. Suppliers must notify CDIC in writing and in a timely manner if they become the subject of an investigation with respect to allegations of impropriety involving bribery and corruption.

Conflict of Interest

Suppliers must exercise reasonable care and diligence to prevent actions or conditions that could result in a conflict of interest or the appearance of a conflict of interest. Suppliers must not try to gain improper advantage or preferential treatment as a result of a conflict of interest. If any real, apparent or potential conflict of interest exists or is likely to arise in the performance of the contract, the Supplier must disclose this to CDIC in writing and in a timely manner.

Gifts, Hospitality, and Other Benefits

Gifts, hospitality, or other benefits must not be used by Suppliers to gain improper advantage or preferential treatment. Suppliers must not offer or give to CDIC employees any gifts, hospitality or other benefits that may have a real, apparent or potential influence on their objectivity in carrying out their official duties or that may place them under obligations to the Supplier.

Responsible Treatment of Individuals

Respect and Diversity

Suppliers must maintain workplaces characterized by professionalism, and respect for the dignity of every individual. Suppliers must respect the diversity of their employees and others with whom they interact, including respect for differences such as race, national or ethnic origin, colour, religion, sex, age or mental or physical disability and any other characteristic protected by applicable laws.

Suppliers must not tolerate any harassment, violence, intimidation, retaliation, discrimination based on protected characteristics, or other disrespectful or inappropriate behaviour.

Employment Practices

Suppliers must abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, CDIC still expects Suppliers to be committed to non-discrimination principles that are aligned with the non-discrimination laws of Canada.

Suppliers must ensure that, in their workplaces: (i) employees are free to raise concerns without fear of reprisal; (ii) required security screening of personnel has been performed; and (iii) employment standards meet or exceed legal and regulatory requirements. Further, Suppliers must ensure that, in their workplaces, activities and supply chains, forced labour and child labour are not used at any stage of the production of goods produced, purchased or distributed to CDIC.

Health and Safety

Suppliers must provide safe and healthy workplaces and comply with relevant health and safety laws. CDIC expects Suppliers to provide all their employees with adequate information and instruction on health and safety concerns and to enable their employees to meet their responsibilities for the maintenance of a safe and healthy workplace.

Code Compliance

As a condition of entering into an agreement with CDIC for the provision of goods and/or services, Suppliers must indicate that they have read and understood this Code and agree to abide by its provisions during the term of the agreement.

Any agreement entered into with CDIC for the provision of goods and/or services may contain specific contractual provisions addressing certain of the topics covered in this Code. In the event of any conflict, the contractual provisions of the agreement shall prevail.

CDIC may require a Supplier to periodically confirm in writing that it is operating in compliance with this Code, and that it recognizes the requirement for ongoing compliance, as a condition of continuing the business relationship with CDIC. Suppliers must maintain adequate internal records necessary to demonstrate compliance with their obligations under this Code. Failure to comply with this Code may result in termination of a Supplier's relationship with CDIC.

Suppliers have the responsibility to report any known or suspected violations of any applicable laws/or any non-compliance with this Code to CDIC's Chief Financial Officer and Head of Business Integration in a timely manner. Suppliers must not permit any retribution or retaliation against any individual who, in good faith, seeks advice or reports such a known or suspected violation. CDIC reserves the right and may be obligated to report breaches of this Code to regulators and/or law enforcement authorities.

Suppliers may address all notifications under, and any questions relating to the interpretation or application of, this Code to CDIC's Procurement Group: Procurement@cdic.ca.