

RFx000140
for
Audiovisual Supply and Services
Addendum #2

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Questions received between March 02 and April 17

Questions and Answers:

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

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

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

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

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

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

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

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

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

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

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

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

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

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10. Would CMHC consider including an overall liability cap as well as excluding all indirect/consequential damages from contractor's indemnification obligation set forth in Section 4.7 of the Draft Agreement? This would allow proponents to better assess its overall risk and provide CMHC with most optimal pricing
Response: Please feel free to recommend changes to the draft agreement. Please tie these changes to the pricing template
11. According to 4.10 of the draft agreement, contractor must provide Professional Liability Insurance and Crime /Employee Dishonesty Insurance. Could CMHC confirm that such insurance requirements are not required for the type of work and services proponents will be provided and can thus be removed?
Response: Please feel free to recommend changes to the draft agreement. Please tie these changes to the pricing template. CMHC feels that both professional liability and crime insurance are required, as, in time, the contracted proponent will provide advice and guidance to CMHC on the future audiovisual direction. Also, the contracted proponent will have access to CMHC facilities where potential suites could arise.
12. Could CMHC please confirm that any delay in supply from Contractor's suppliers or execution of Contractor's obligations pursuant to an epidemic or pandemic will be considered a Force Majeure pursuant to section 4.15 of the Draft Agreement?
Response: as per 4.12 of the draft Agreement, the Contractor must comply with all Labour conditions and with all health conditions and requirements, which would be complying with Government orders to stop working. As well, the force majeure covers "**all impediments arising from orders or prohibitions of public authority,**" CMHC could consider a delay caused by the epidemic or pandemic a Force Majeure. However, it is important to note the Force Majeure would apply in these cases only if the impediments or orders affected your company or suppliers. If your industry is not named, then CMHC would expect business as usual. CMHC must receive written notice of the effect on the Contractor and CMHC's agreement that you are indeed affected.
13. According to 7.5 d) of the Draft Agreement, Contractor must rectify all defects in 7 days. Could CMHC consider adding a mention that if the defect cannot reasonably be corrected in 7 days, contractor shall be entitled to an additional cure period?
Response: Please feel free to recommend changes to the draft agreement. CMHC feels seven days is sufficient and ensures there is a set deadline so that problems do not linger. This requirement can also be tied to requirement 3.6.18 New Installations, Upgrades and Expansions- 3.6.27 Service Response, Restoration and Maintenance Pricing
14. Extension Request.
Response: new submission deadline is May 15, 2020, at 14h00 EDT

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15. Appendix F - Line 9, please confirm colour preference: LPAUB for black or LPAUS for silver.
Response: Please Provide Pricing for LPAUB

16. Appendix F - Microflex Wireless SHURE Wireless Microphone System, Please specify type of transmitters (desktop, handheld, belt pack, lavaliers, earset headworn), quantities and size of room so that antenna quantities and form factors can be calculated.
Response: Please provide pricing for individual units. System pricing not required

17. Appendix F - Do you have a preference of wireless microphone frequency band?
Response: Please use G50 Band for Pricing.

18. Appendix F - Line 61, Polycom 7200-25500-019 - "*Poly Trio 8800 Collab. Kit does not include a power pack as part of the kit.* Should the proponents add the Power Kit to the quote as a separate line item?
Response: CMHC will use PoE switches. However, please add the cost of the Power Kit as a separate line item for reference.

19. Appendix G - Line 6, please clarify what tasks and responsibilities are assigned to the Room Coordinator and Design role.
Response: Please see Rated requirement 3.6.30 Professional Services, point 1 for the Room Coordinator and point 2 for the Room Design, functions

20. Appendix F – Line 54 (Microsoft Surface Hub section) only has (1) one product, however starting on Line 96, the list of various Microsoft Surface Hub sizes and locations doesn't seem to have been updated. Are there still requirements for multiple sizes of MS Surface Hubs?
Response: For the evaluation of the RFP only the 50" MS Hub will be used. However, CMHC would expect the same discount for the larger MS Hub when it is released. For the MS Hub listed in line 96 and below, CMHC only required a time and material quote to fix these units.

21. Under appendix G -What is the Other cost you have mentioned are we including
Response: This would include anything that CMHC did not think of that your company would normally charge a client to complete any of the tasks listed.

22. What do you mean by parts only unit cost in appendix F?
Response: CMHC thought that some items may not be covered under a maintenance plan but would or could be fixed replacement only. If this does not apply, please leave the column blank.

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23. Please Clarify “The proponent must provide their proposed discount pricing methodology or uplift from manufacturer’s price in them financial cost pages found within the Financial Cost Appendices as applicable. These discount or uplift costs must be fixed (firm) for the full term of any ensuing Agreement. For any fixed priced services outlined in this RFP the costs must be fixed for the initial term of any ensuing Agreement.

Response: CMHC would like to see the manufacture’s price, the discount your company was able to work out with the manufacture, or what uplift cost you apply to the cost you are charged from the Manufacture. CMHC wants the discount or cost up factor to be fixed for the first three years of the contract.

24. As per section 4.10, you want the proponent to provide pricing in the format of either discount of MSRP or a uplift from Manufacturer cost. As you might be aware some manufacturer’s price list and by rebound their cost, are in USD. The present time is a very good example of out of control major exchange rate variation. Please explain what will be CMHC process in case of exchange rate fluctuation?

Response: CMHC aims to compare each proponent’s submission on a level plane. The exchange rates will cause a difference in final prices, depending on the day they are taken. To ensure the exchange rate does not affect the outcome of the RFP evaluation, please provide the USD cost for components sourced in the US and the CAD cost for components sourced in Canada. This includes maintenance and services. Proponents must indicate the currency beside each component. If there are tariff costs associated with cross border transfers, these costs must be included on the spreadsheet or included in the cost at source. CMHC will convert all costs to Canadian currency based on the exchange rate of the closing date of the RFP.

For clarity during the ensuing contract, CMHC expects the winning proponent to quote in Canadian currency. The quote should show the manufactures published price, the discount your company provides Or the manufactures price to your company, and the uplift applied based on your RFP Submission. The quote should also show the exchange date and rate used to convert the above cost to Canadian currency and then multiplied by the quantity required for a final cost to CMHC in Canadian dollars. CMHC will pay the proponent in Canadian dollars.

25. Auto Cad, design and programming hours required to accomplish CMHC request.

Response: Please add a new row to the spreadsheet for the purpose of adding the hourly rate for Auto Cad programming if necessary.

26. In Section 3.6.33 it’s mentioned that : “Proponents must consider the lead time to place all orders with the manufacturers, receive all equipment at their location, then move to **700 Montreal road** the time to start installation and testing could be **as short as one week** . Does this imply that all equipment for all locations will have to be delivered to 700 Montreal

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Road, and that CMHC will be responsible for the delivery of all equipment to the proper CMHC sites?

Response: No, this was to provide one location to measure all proponents. Also, the majority of purchases will be for the Ottawa location. As per Appendix E CMHC Sites, the proponent will be responsible to deliver equipment safely to any site listed their or another site as directed by CMHC.

27. Will CMHC provide a complete list of existing equipment to winning proponent including serial numbers, schematics, control system codes, DSP files and present warranty service coverage?

Response: The existing equipment will be serviced on a time and material basis only. However, CMHC will share any further details on the existing equipment required to make serving them viable.

28. In point 3.6.1 CMHC mentions that its principal period of maintenance (PPM) is defined at from 8h00am to 5h00pm Mon-Fri excluding holidays. Point 3.6.15 CMHC requires technical support 7 days a week, 24 hours, 365 days with a 1-hour response time. Please clarify?

Response: CMHC will review all vendor's methods to achieve the requirements 3.6.1, 3.6.15, and 3.6.27, including what prices your company feels necessary to accomplish to the goal. Doing such things as buying spares to leave on-site, or use of couriers to move spare equipment where needed or your application of credits should a target be missed will be considered. CMHC will evaluate all aspects and issue the points according to what meets our requirements for the least costs.

29. Service restoration times proposed in this RFP are unrealistic/unheard of, for our industry. 2 hours to **restore** any issue that resulted in a defective piece of equipment in various locations across the country.

Response: Please see the response to question 3. CMHC looking for your innovative suggestions. Also please note in requirement 3.6.27 restoration could be an interim solution which must be fully restored in time with a plan of action.

Fourth paragraph:

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

30. In reference to Addendum 1, question #2's response: CMHC defines the difference in warranty coverage required between new and existing equipment, however is there also a difference in expected restoration time between new and old(existing) equipment?

Response: The restoration time for the old (existing) equipment is undefined for the purpose of the RFP evaluation. However, CMHC's expectation is the industry's best practices and standards. There are two sites that do not have secondary units, which in time may change.

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31. formally requesting to extend this RFP to the end of June

Response: CMHC feels sufficient time has been provided for proponents to ask their questions and receive answers. No extension will be provided.