



REQUEST FOR QUOTATION

FOR

LANDESK Software Licenses and Maintenance

Date Issued: December 8th, 2014

Solicitation Closes: December 19th, 2014

Solicitation File #: 201404658

Originating Department: CMHC

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Security Classification: PROTECTED

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Canada



SCOPE OF WORK

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into an Agreement with a vendor for the purpose of providing LANDESK software support, maintenance and licenses. Proponents must complete Appendix "A" - Pricing Breakdown Table. Fill in all pricing cells and transfer totals (highlighted in yellow) to Appendix "B" - Price Verification Form.

The resulting agreement with the successful proponent will be for a duration of three (3) years commencing 1st, February, 2015 and ending on 31st, January, 2018.

PRICE QUOTATION

The proponent must submit a fixed (firm) price relative to the software maintenance services outlined in this RFQ for the first year of the agreement term.

Any changes in pricing for years two and three should be identified in the Pricing Breakdown Table Appendix "A".

All prices and amounts of money are to be quoted in Canadian dollars and be exclusive of all taxes unless otherwise indicated.

SUBMISSION INSTRUCTIONS

Please complete Appendix "A" - Pricing Breakdown Table, which lists the number of licenses per location, fill in all the pricing cells and transfer totals highlighted in yellow to Appendix "B" - Price Verification Form. A total of 2 files must be submitted, both Appendix "A" and Appendix "B";

- 1 file in a PDF format of the completed and signed Appendix A - "Pricing Breakdown Table"
- 1 file in a PDF format of the completed and signed Appendix B - "Price Verification Form"

Proponents are requested to submit these documents to EBID@cmhc-schl.gc.ca, by 02:00 p.m. local Ottawa time on December 19th, 2014. The subject line of the transmission must state:

RFQ, file # 201404658.

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

Submissions received after 02:00 p.m. December 19th, 2014 will not be accepted.

* Please be advised that electronic transmissions may not necessarily be immediate and can experience

delivery delays. Proponents should ensure that sufficient delivery time is allowed for quotations to be received.

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

FORMAT

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

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

PROPONENT SELECTION

CMHC shall conduct the RFQ process in a visibly fair manner and will treat all proponents equitably. It is intended that the lowest cost quotation will be accepted, however, CMHC reserves the right to accept or reject any or all quotations and to verify that the supplier is able to meet the conditions outlined in the RFQ prior to awarding a contract.

Without changing the intent of this RFQ or the lead proponent’s quotation, CMHC will enter into discussions with the lead proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent cannot satisfy CMHC’s requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

Announcement of the successful proponent will be made to all proponents following the signing of a contract.

SOFTWARE LICENSE and MAINTENANCE

If the Proponent will not be the party supplying the license and/or maintenance services, the Proponent’s submission shall clearly identify the third party providing the license and or maintenance services and provide a description of the relationship between the Proponent and that third party. CMHC reserves the right to request further details regarding the third party or the relationship between the third party and the Proponent. The Proponent shall also outline the manner by which the third party will be legally bound to supply the license and/or maintenance to CMHC in accordance with the terms and conditions set out in this RFQ.

The Proponent shall provide proof of registration upon signing of the contract to ensure that CMHC is registered with the third party for maintenance support services.

PROPONENT'S AUTHORITY

The Proponent shall indicate that they have the authority from LANDESK to re-sell LANDESK software licenses and maintenance services.

MAINTENANCE SERVICES

Maintenance services for the required software products shall be based on the services described in:

<http://www.landesk.com/support/#three>

CONTRACT

The winning proponent will be expected to sign a 3 year contract with CMHC. A sample has been included below for your reference.



File No.: 201404658

**SAMPLE - CMHC SERVICES PURCHASE AGREEMENT
for
LANDESK Licenses and Maintenance**

This Agreement made this XXth day of December, 2014

BETWEEN:

Canada Mortgage and Housing Corporation
(hereinafter called "CMHC")

- and -

VENDOR NAME GOES HERE
(hereinafter called the "Service Provider")

WHEREAS the Service Provider has agreed with CMHC to provide services as detailed in XXXXXX.

NOW THEREFORE this Agreement witnesseth that, in consideration of the respective covenants and agreements hereinafter contained, CMHC and the Service Provider mutually covenant and agree as follows:

1. The Services

The Service Provider covenants and agrees to undertake and/or provide services (all of which is hereinafter referred to as "the Services") as follows:

2. Term of the Agreement

The Service Provider will commence provision of the Services on February 1, 2015 and will complete the Services by January 31st, 2018 to be renewed on an annual basis.

3. Financial

- a) In consideration for carrying out the terms of this Agreement, CMHC agrees to pay the Service Provider the one year amount of \$XXXXXXX for Support beginning in February 1st, 2015 to January 31st, 2018. The Corporation's total financial liability under the terms and conditions of this Agreement shall not exceed \$XXXXXXX over the next six (3) years. Provided that CMHC is satisfied with the quality and progress of the Services, payment shall be made on an annual basis.
- b) The amount payable to the Service Provider by CMHC pursuant to Article 3a) of this Agreement is inclusive of all taxes, assessments, duties or other levies that may be payable under this Agreement to the Service Provider, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes, assessments, duties or other levies shall be payable to the Service Provider in addition to the amount payable pursuant to Article 3a) of this Agreement unless specifically agreed to between the Service Provider and CMHC.
- c) Notwithstanding article 3b) of this Agreement, GST/HST or RST, to the extent applicable and required to be collected by the Service Provider, shall be collected by the Service Provider on the consideration due and shown as a separate item on an invoice. Where the Service Provider is required to collect the GST/HST, the invoice issued by the Service Provider shall show the Service Provider's GST/HST number. Where the Service Provider is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number.

The Service Provider shall duly remit to the Canada Revenue Agency any amounts of GST/HST collected on the consideration payable pursuant to this Agreement. The Service Provider shall remit to the appropriate provincial taxing authorities any amount of RST or QST collected by the Service Provider from CMHC pursuant to this Agreement.

4. Ownership
All reports and materials produced under this Agreement shall be the exclusive property of CMHC, and CMHC shall have copyright therein.
5. Confidentiality
The Service Provider agrees to treat as confidential during, as well as after completion of the Services all information relating to the affairs of CMHC and further agrees not to publish any information relating to the Services. The Service Provider shall, at the request of CMHC, provide an Oath of Secrecy for any person engaged in carrying out the Services in a form prescribed by CMHC.
6. Security Clearance
The Service Provider agrees that it and any other persons for which it is responsible who are to perform the Service Provider's obligations hereunder shall, at the request of CMHC, apply to CMHC's Corporate Security Centre for purposes of obtaining a security clearance.
7. Termination
 - a) Notwithstanding Article 2 of this Agreement, it is understood and agreed that CMHC may at any time and for any reason, terminate this Agreement with no charge or penalty, by giving thirty (30) days written notice, at any time during the Agreement period.
 - b) Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Service Provider shall promptly review all work in progress and, if this Agreement is terminated prior to the expiry of the term, the Service Provider shall nevertheless complete or arrange for the completion of any and all work in progress at the time of termination. The liability of CMHC for payment shall be limited to, and shall not exceed payment of an amount which, in the opinion of CMHC, is reasonable payment for the partial performance of the Services to the date of termination.
8. House of Commons
No member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit which arises therefrom.
9. Indemnification
The Service Provider agrees to indemnify CMHC, and its officers for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Agreement, provided such loss, damages, costs, expenses, claims, demands, actions, suits or proceedings arise without negligence on the part of CMHC or its officers or employees, and whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Service Provider.
10. Independent Contractor
This Agreement is a contract for the performance of the Services and neither the Service Provider nor any of its agents or employees is engaged as an employee or agent of CMHC.
11. Assignment
This Agreement shall not be assigned in whole or in part by the Service Provider without the prior written consent of CMHC.

- 12. Binding Agreement
This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

- 13. Scope of Agreement
It is agreed that this instrument embodies the entire Agreement between the parties hereto with regards to the matters dealt with herein, and that no understandings or Agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

- 14. Invoices, Notices and Requests for Payment
Invoicing - The Service Provider must allow thirty (30) days from delivery of invoice for payment without interest charges. The Service Provider cannot invoice prior to performance of the service or delivery of the goods. For the purposes of this Agreement, any invoice, request for payment or notice required to be given pursuant to this Agreement shall be deemed to be adequate if sent by prepaid registered post, addressed to CMHC as follows:

Canada Mortgage and Housing Corporation
National Office
IT Order Desk
700 Montreal Road, 3rd Floor
Ottawa, Ontario
K1A 0P7
Attention: IT Order Desk TSK- 168095

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto by their duly authorized signing officers as of the date hereinbefore set forth.

CANADA MORTGAGE AND HOUSING CORPORATION

By: _____ Date: _____

Name: Helen Polatajko
Title: VP, Information and Technology

Accepted this ___ day of December, 2014.

Service Provider.

By: _____ Date: _____
Name
Title

APPENDIX “A” Pricing Breakdown Table

Please reference attached excel file.

APPENDIX "B"

Price Verification Form

Company Name: _____ is authorized to resell LANDESK for the products identified in Appendix "A".

The final price, including all costs for the requirements as requested in Appendix "A", is exclusive of tax: \$ _____

Future pricing for year two and three, exclusive of HST:

Pricing for year two: \$ _____

If Change please indicate %: _____

Details: _____

Pricing for year three: \$ _____

If Change please indicate %: _____

Details: _____

Proponent information:

Company Name: _____

Address: _____

Contact Name: _____

Email: _____

Authorized Vendor Signature: _____

Signed:

Date: _____

Name:

Title: