

R E Q U E S T F O R Q U O T A T I O N

FOR
CyberArk
Maintenance and Technical Support

Date issued: November 27th, 2015

Solicitation Closes: December 11th, 2015

Solicitation File # : 201503851

Originating Department: Information
and Technology

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All requirements in this RFQ are mandatory.

SCOPE OF WORK

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into an Agreement with one vendor (hereafter referred to as the “proponent”) for the purpose of supplying CyberArk Maintenance and Technical support services as defined below, to be used with CMHC’s current network infrastructure.

CyberArk Maintenance Requirement

MAINTENANCE SERVICES:

1. a) The service provider must be authorized to supply CyberArk Premier Maintenance Plus 1st line support, Critical Event; 7X24 maintenance for the Cyber-Ark Software (IBV Enterprise Package with Automation Engine and S/FTP) to CMHC for a 12 month term, with two (2) optional 12 months renewal.

Maintenance Plus Service Requirements;

The lead proponent will provide premier CyberARK support for all Digital Vault implementations by way of the CyberARK Maintenance Plus Program to ensure that CMHC's CyberArk solution is up-to-date, running efficiently and meeting expectations and requirements. The Maintenance Plus Program provides full access to the CyberArk Knowledge Base via a highly secure Support Vault, unlimited phone and email technical support as well as all updates and point releases of the products covered under a maintenance agreement.

Maintenance Plus membership includes:

- 24×7 Knowledge base access through our CyberArk Support Vault
- Telephone/Email support 8AM-5PM Eastern Standard Time
- The latest system enhancements and updates
- Alert announcements

Maintenance Plus 24×7

With CyberArk’s premium maintenance plan, your organization will benefit from our premier support at all times. Like the standard plan, Maintenance Plus 24×7 provides full access to the CyberArk Knowledge Base via our highly-secure Support Vault, unlimited phone and email technical support as well as all updates and point releases of the products covered by your maintenance agreement.

Maintenance Plus 24×7 membership includes:

- 24×7 Knowledge base access through our CyberArk Support Vault
- 24×7 Telephone/Email support
- The latest system enhancements and updates
- Alert announcements

The following is CMHC's current Cyber-Ark Software requiring maintenance:

- i) CA-IBV-SW-AFE – IBV enterprise package with automation
- ii) CA-IBV application/community (unlimited clientless users).
- iii) CA-IBV-TEST-S Vault, SFE, DCA (for up to 85 users), 7x24 Critical Event, telephone support.
- iv) Secure End-Point Client (10 users).

DELIVERABLES

The resulting Agreement will be with a vendor who is authorized to supply CyberArk maintenance and technical support 24x7 – 4 hour response service as quoted to CMHC's head office at 700 Montreal Road, Ottawa, ON. The term is to commence December 27th, 2015 and end on December 28th, 2016, with two (2) optional 12 month renewals.

PRICE QUOTATION

The proponent must submit a fixed (firm) pricing relative to all of the goods/services and deliverables outlined in the table below:

CyberArk Maintenance – Pricing table

Description	Yearly Price
CyberArk Premier Maintenance Plus 1 st line support, Critical Event; 7X24 maintenance for the Cyber-Ark Software (as described above) – 1 st year	\$
CyberArk Premier Maintenance Plus 1 st line support, Critical Event; 7X24 maintenance for the Cyber-Ark Software (as described above) – 2 nd year	\$
CyberArk Premier Maintenance Plus 1 st line support, Critical Event; 7X24 maintenance for the Cyber-Ark Software (as described above) – 3 rd year	\$

All prices and amounts of money are to be quoted in Canadian dollars and be **exclusive** of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated.

Indicate what the mark up percentage will be for years two (2) and three (3).

Company Name: _____ is authorized to resell CyberArk Maintenance services identified above.

Proponent information:

Company Name: _____

Address: _____

Contact Name: _____

Email: _____

Phone: _____

Vendor Signature:

Signature: _____ Date: _____

Print Name: _____

Title: _____

Bidder's name: (herein referred to as the "Contractor" by its Authorized Signatory(ies))

GST Registration Number (if applicable)

SUBMISSION INSTRUCTIONS

Proponents are required to submit their **signed** quote to EBID@cmhc-schl.gc.ca, by **2:00pm EST, December 11, 2015**. The subject line of the transmission must state:

RFQ, file #201503851.

Please be advised that EBID has a size limitation 10 MB. It is advisable and recommended that proponents submit their quote in multiple smaller files.

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 2:00pm EDT, October 22, 2015 will not be accepted.

* Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Proponents should ensure that sufficient delivery time is allowed for quotations to be received.

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

The policy pertaining to the selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by **Business Access Canada** as the Official CMHC source list. All proponents **must** be registered with **Business Access Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by **Business Access Canada** must be included with your proposal. If you are not registered, and you wish to do so, you may access **Business Access Canada** (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148). Present Suppliers not registered with Business Access Canada are required to self-register on the SI via the Business Access Canada Web site.

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.

TERMS AND CONDITIONS OF THE REQUEST FOR QUOTATION

1. INVOICING

The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor may not invoice prior to performance of the service or delivery of the goods.

2. NON-COMPLIANCE OR DEFAULT BY CONTRACTOR

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

3. OWNERSHIP

(a) Any and all information prepared exclusively for the Corporation shall remain the property of the Corporation and all copyrights thereto are the property of the Corporation and neither the Contractor nor its servants or agents shall divulge, release or publish any such documentation.

(b) Any and all information relating to the Corporation and obtained by the Contractor during the course of execution of its duties under any ensuing contract shall remain the property of the Corporation and shall not be used in any way or disclosed to anyone without the prior written consent of the Corporation.

4. DELIVERY

Unless instructed otherwise, delivery of the services and/or goods hereunder shall be made free and clear of all liens and encumbrances, in the manner and to the destination stipulated. CMHC reserves the right to refuse pre shipment and, in addition to any other remedy or remedies which CMHC may have, CMHC reserves the right to cancel any ensuing contract in whole or in part if deliveries are not made as stipulated in any ensuing contract.

5. CONFIDENTIALITY

All plans, drawings, specifications and other information, patterns, dies and other tools supplied by CMHC, and any information derived there from are confidential to CMHC and shall not be disclosed by the Contractor to any third party without the prior written consent of CMHC, or made use of by the Contractor except for the purpose of executing the work hereunder. All such plans, drawings, specifications and other information, patterns, dies and other tools shall be and remain the property of CMHC and shall be returned by the Contractor to CMHC upon request.

6. INSPECTION AND ACCEPTANCE

All goods and/or services supplied under any ensuing contract are subject to inspection and acceptance by CMHC within a reasonable time after receipt thereof. CMHC will notify the Contractor in writing of the rejection of any goods and/or services which are not in accordance with the description or specifications stipulated in any ensuing contract, and such goods and/or services will then be held at the Contractor's risk for disposition by it and subject to all charges accruing as a result of such rejection.

7. WARRANTY

The Contractor warrants and guarantees that the goods and/or services supplied under any ensuing contract are fit for the particular purpose or use for which they are purchased by CMHC and will perform in accordance with specifications and the Contractor also warrants and guarantees the goods against any and all defects in material, workmanship or design. This warranty and guarantee is in addition to any and all warranties and guarantees of the Contractor arising by operation of law and nothing contained herein shall be construed as limiting or restricting such warranties or guarantees or any right or remedy which CMHC may have.

8. INSURANCE

It shall be the sole responsibility of the Contractor to determine what, if any, insurance coverage is necessary for its own protection or to fulfill its obligation under any ensuing contract. Any such insurance shall be provided and maintained by the Contractor at its own expense.

9. INCOME TAX REPORTING REQUIREMENT

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Winning Proponent will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of any ensuing contract.

10. COMPLIANCE WITH LAWS

The Contractor shall comply fully with all applicable laws, ordinances, rules, regulations, code and standards, whether federal, provincial, or local, and shall furnish CMHC such evidence of compliance as CMHC may require at any time.

11. INDEMNITY

The Contractor shall indemnify and save harmless CMHC from and against all claims, debts, demands, suits, actions and causes of action whatsoever and all losses, costs, damages, expenses and liabilities which may be suffered or incurred by CMHC, arising out of or in connection with (whether directly or indirectly, or by reason of negligence or otherwise) the supplying of goods under any ensuing contract or any matter or thing done, suffered or permitted or omitted to be done by, or the operations of the Contractor, its subcontractors, or its or their employees or agents, under said contract.

12. TERMINATION

If the Contractor shall become insolvent or shall make any assignment for the benefit of creditors or a receiver or trustee shall be appointed for all or part of its property, or if the contractor shall default in the observance or performance of any of its obligations hereunder, the contract may forthwith be cancelled at the option of CMHC without liability.

13. ASSIGNMENT

The Contractor may not assign the whole or any part of its rights or obligations arising out of any ensuing contract without the prior written consent of CMHC.

14. DECLARATION RE: BID RIGGING, COLLUSION AND GRATUITIES

In submitting its quotation, the Contractor certifies that:

- (a) prices as submitted have been arrived at independently from those of any other Contractor;
- (b) the prices as submitted have not been knowingly disclosed by the Contractor, and will not knowingly be disclosed by the Contractor prior to award, directly or indirectly, to any other Contractor or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a quotation, for the purpose of restricting competition.
- (d) In submitting its quotation, the proponent certifies that no representative for the Contractor has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract.

16. CMHC PROPERTY

The Contractor shall be responsible for all loss or damage to CMHC's property delivered to, or in custody of, the Contractor in connection with a contract from the time of such delivery or custody until said property is returned to CMHC.

17. INDEPENDENT CONTRACTOR

Any ensuing contract is an agreement for the provision or performance of goods and/or services and neither the Contractor, nor any of its employees, officers, or agents is engaged as an employee or agent of CMHC. The Contractor agrees to so advise its employees, officers, and agents.

18. EXTRAS

Except as otherwise provided in any ensuing contract, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by CMHC.

19. SECURITY CLEARANCE

The Contractor agrees that it or any other persons for which it is responsible who are to perform the Contractor's obligations under any ensuing contract shall not be acceptable to CMHC unless, at the request of CMHC, those persons have received a security clearance from CMHC's Corporate Security and Risk Management. It is agreed that should the Contractor or any other person who is to perform work under any ensuing contract and for whom the Contractor is responsible, fail to receive such a security clearance, that CMHC shall have the sole discretion to exclude such person from performing any work on any ensuing contract, or to terminate an existing contract immediately.

20. INTELLECTUAL PROPERTY

All materials and documents which are the property of CMHC at the commencement of the Term shall remain the property of CMHC. All intellectual property rights which are the property of the Contractor at the commencement of the Term shall remain the property of the Contractor.

All material, reports, data sets and other work product produced under this Agreement and all copyrights thereto will become the sole property of CMHC upon coming into existence. The Contractor warrants that the Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this Agreement and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein. The Contractor shall have no right to use the materials, reports, data sets or resulting work product for any purpose other than those reasonably necessary for the provision of the Services under this Agreement.

21. SEVERABILITY

If any provisions of the Terms and Conditions of any ensuing contract shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of the Terms and Conditions of any ensuing contract and shall in no way affect or impair the validity or the enforceability of the remaining provisions of the contract.