

Request for quotation

AMENDMENT No2

FOR

RSA TOKENS and AUTHENTICATION SERVER

Date issued: April 28, 2020

Solicitation Closes: May 25, 2020

Solicitation File Number:
RFX000155

Originating Department: Information Technology

Inquiries: Bill Finnagan
Tel: (613) 748-2518

Email: ProcurementSourcing_Sourcesd'approvisionnement@cmhc-schl.gc.ca

Security Classification: PROTECTED

Ce document est disponible en français sur demande

GENERAL INFORMATION

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 EMC – RSA Tokens, Authentication Manager technical support services, to be used with CMHC’s current wide area network infrastructure. CMHC is directing this solicitation for continued maintenance for the purchased equipment as the current maintenance term terminates as of May 31, 2020.

CMHC is in the process of reviewing its business strategies with an emphasis on determining the future direction of all services and the cost/benefit of continued services gained through the reduction of operating costs.

The initial term of any ensuing contract will be three (3) years with two option years at CMHC’s sole desecration.

The initial requirement from this RFS is:

1. Purchase replacement authentication Token packs over a the three (3) year term on an as-and-when required basis as per proponent’s prices to be listed in Schedule B; CMHC may require up to 2500 replacement authentication Tokens;
2. Purchase new **hardware** Token licences with maintenance;
3. Renew Authentication Manager Subscription maintenance services for a three (3) year term with annual payments (CMHC will not pre-pay 36 months of maintenance) and;
4. Optional pricing for new **software** Token licences.

All requirements in this RFQ are mandatory.

DELIVERABLES

Maintenance services of the current Authentication server must start as of June 1, 2020 and continue until May 31, 2022.

PRICE QUOTATION

The proponent must submit a fixed (firm) price, to all of the goods/services and deliverables outlined Schedule B – Pricing Table.

SUBMISSION INSTRUCTIONS

Proponents are required to submit their **signed** Schedule “B” quotes to EBID@cmhc-schl.gc.ca, by **2 pm Eastern Daylight Time (EDT), May 25, 2020**. The subject line of the transmission must state **RFQ, file #RFX000155**

Please be advised that EBID has a size limitation of 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 the 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 pm EDT** 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.

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

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 or construction under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC source list. All proponents **must** be registered with **Public Works and Government Services Canada** prior to submitting a response and the Procurement Business Number (PBN) provided by **Public Works and Government Services Canada** must be included with your response. If you are not registered, and you wish to do so, you may access (<https://buyandsell.gc.ca/>), or you may call their Information Line at 1-800-811-1148.

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

Article 1.0 - The Services

- 1.1** The Contractor covenants and agrees to provide in accordance with the Statement of Work attached as Appendix “A” (the “Services”).
- 1.2** The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.
- 1.3** CMHC will issue a Purchase Order (PO) for every purchase under this Agreement. The Contractor must receive a CMHC PO before beginning to deliver goods or services under this Agreement.
- 1.4** The Contractor Represents and Warrants that:
- a) the Services shall be provided in accordance with the particular purpose for which they are purchased by CMHC and in accordance with an and all the representation of the Contractor;
 - b) each of its personnel assigned to perform the Services shall have the proper skill, training and background and will perform the Services in a competent and professional manner in keeping with industry standards;
 - c) all Services will be performed and maintain the service levels in accordance with the requirements of this Agreement including all appendices hereto;
 - d) software deliverables will:
 - I. be free from defects in design, material and workmanship and conform to and perform in accordance with the requirements of this Agreement including the software specifications for a period of twelve (12) months from delivery or such other period as specifically agreed in writing by CMHC International,
 - II. be free of material errors, virus-free and malware free, and (c) contain no open source that has not been notified in advance to CMHC International;
 - e) the Contractor including its personnel shall not, with respect to any deliverable, knowingly infringe any third party intellectual property rights;
 - f) CMHC will receive free, good and clear title to all work product; and
 - g) the Contractor is in compliance with any applicable third party licenses related to any deliverables provided under this Agreement including but not limited to any open source software licenses. If the Contractor or its personnel perform non-conforming Services or provide non-conforming deliverables, CMHC may, in addition to any other remedy, require the Contractor, including its personnel, to correct the non-conforming deliverables or re-perform the non-conforming Services, at the Contractor's cost and expense. If the Contractor or its personnel do not reasonably correct the non-conforming deliverables or re-perform or correct the non-conforming Services, CMHC may at its sole discretion correct the non-conforming deliverables or obtain replacement Services from

another source at as reasonable a cost as is practicable with such cost to be borne by the Contractor and reduce any payment owing by CMHC accordingly.

- 1.5** The Contractor undertakes, and the Contractor shall ensure that Contractor's personnel and subcontractors assigned to perform the Services undertake, to:
- a) Devote best efforts to provide the Services in accordance with the requirements of CMHC and this Agreement;
 - b) Promptly respond to any reasonable request for information made by CMHC concerning the Services;
 - c) Comply, while visiting or working at CMHC's facilities, and abide by all facility rules and regulations, of which the Contractor and the Contractor's personnel is provided notice, including without limitation any security requirements;
 - d) Comply with all applicable laws, order, rules, regulations, ordinances, permits, licenses and visas, including without limitation any applicable guidelines and directives, of any local, state, provincial, federal or foreign government authority that govern or apply to the Services;
 - e) Respect and adhere to all CMHC's policies as are advised in advance to the Contractor and the Contractor's personnel including, without limitation, policies regarding the use of software, communications networks, databases, computers or computer networks and files belonging to CMHC; and
 - f) Use the Contractor's or the Contractor personnel's own equipment, tools and material, including but not limited to, electronic devices such as computers and mobile telephones, necessary to perform the Services for CMHC, except as otherwise specifically agreed in writing with CMHC.

- 1.6** CMHC at its sole discretion may request pricing for additional RSA products.

Article 2.0 - Term of the Agreement

- 2.1** The term of the Agreement shall be for a period of commencing on and terminating on .(the "Initial Term")

2.2 Renewal

The Agreement may be renewed at CMHC's sole discretion for additional, year terms, not to exceed a cumulative total of years.

2.3 Termination

No fault termination

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

Termination for Default of Contractor

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

1. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
3. There is a change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Agreement; or
4. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor.

CMHC may terminate this Agreement without notice if the Contractor commits gross misconduct, fraud or other unlawful acts.

CMHC's Obligations upon Termination

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

Contractor's Obligations upon Termination

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

2.4 Termination Assistance

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

Article 3.0 – Financial

- 3.1** In consideration of the performance of the services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$ for Services provided during the initial term of the Agreement. Pricing increases may be negotiated for each successive renewal term where applicable.
- 3.2** The amount payable to the Contractor by CMHC pursuant to article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.
- 3.3** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

Any payments made to the Contractor by CMHC in respect of services rendered in Canada by a non-resident of Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the Income Tax Act and a 9% Quebec withholding tax for any services rendered in Quebec pursuant to Regulation 1015R8 of the Taxation Act, R.R.Q. Any amounts reimbursed for travel will not be subject to withholding tax if copies of invoices supporting the travel are provided to CMHC. If any such withholding taxes are required to be withheld from any amounts payable to the Contractor, CMHC shall make such withholdings and duly and promptly remit the amounts withheld to the respective tax authorities. CMHC will provide the Contractor with a T4A-NR in a timely manner to evidence the taxes withheld and remitted.

3.4 Invoicing

The Contractor shall submit detailed invoices to CMHC at regular intervals during the Term, and at least on a quarterly basis, describing the Services provided during the period covered by the invoice. The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor may invoice CMHC twelve (12) months prior to performance of the Service.

As described in Article 1.3 all invoices, notices and requests for payment must make reference to the relevant CMHC PO number and be sent electronically to accountspayable@cmhc-schl.gc.ca. Failure to do so may result in delays of payment.

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

- a) directing the Contractor to redo the work that was not completed in accordance with the Agreement;
- b) withholding payment;
- c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor;
- d) terminating the Agreement for default.

3.5 Method of Payment

All payments due under the Agreement will be made by means of Electronic Funds Transfer ("EFT"). The Contractor is responsible for providing CMHC with all the information set out in section 3.6 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

3.6 Direct Deposit and Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers, including the Contractor's social insurance number and/or corporate identification number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.7 Audit

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. The Contractor agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein.

The Contractor agrees to provide the CMHC's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice; however the CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

All material, reports and other work product produced under the Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Contractor warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright. Upon the material coming into existence, the Contractor hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

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

4.2 Confidentiality and Non-Disclosure of CMHC Information

MANDATORY

In this section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information, that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, however the information is obtained. Without limiting the generality of the foregoing, CMHC Information includes data in any format and information obtained directly or indirectly by the Contractor.

The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC. The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement.

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

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

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

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

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

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, or other competent authority, the Contractor shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Contractor also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, take all reasonable steps to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

4.3 Conflict of Interest MANDATORY

The Contractor and its principals, employees, agents and subcontractors shall avoid any real, potential or apparent conflict of interest during the Term and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The Contractor shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Contractor's duties to that third party and the Contractor's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All work product that has been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

Any public office holder or former public office holder must be in compliance with the provisions of the Conflict of Interest Act in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

4.4 Official Languages

MANDATORY

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Contractor agrees to cooperate with CMHC to take any measures necessary to ensure compliance with the *Act*. The Contractor further understands and agrees to ensure that services provided to and communications with CMHC employees are available in the official language that predominates in the office in which they work.

4.5 CMHC Technical Representative - Managed Contract

MANDATORY

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

4.6 Contractor's Indemnification

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

negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

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

4.7 Independent Contractor

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of the Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

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

4.8 Contractor's Authority

The Contractor agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

4.9 No Joint Venture

It is hereby expressly acknowledged and agreed that the Agreement in no way constitutes the creation of a partnership or joint venture between CMHC and the Contractor or the Software Publisher, as the case may be.

4.10 Corporation Identification

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

4.11 House of Commons

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

4.12 Insurance

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

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

A) Commercial General Liability Insurance

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

B) Technology Errors & Omissions Liability Professional/Miscellaneous (Errors & Omissions) Liability

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

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

C) Other Conditions

- I. If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by Contractor pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this insurance clause. In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel, or intends to make or has made a material change to, any insurance referred to in this insurance clause. A certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

II. Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the Agreement.

A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and once per year thereafter.

4.13 No Limitation

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

4.14 Non-Compliance

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, CMHC may take such actions and incur such costs that are reasonably required to implement its direction including, without limitation, the engagement of another contractor and withholding of payment due to the Contractor for Services rendered, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

4.15 Laws Governing Agreement

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

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

4.16 Non-Waiver

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

4.17 Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under the Agreement, CMHC may secure the services of other qualified Contractors to perform the Services without further compensation or obligation to the Contractor.

4.18 Access to CMHC Property

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel for operational or emergency reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

4.19 Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Section 3.1 shall be adjusted accordingly, provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.20 Extras

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

4.21 Assignment of the Agreement

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which may be withheld for any reason.

It is understood and agreed that the Contractor may engage other entities to assist with the Contractor in providing of the Services, provided that the Contractor shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

4.22 Closure of CMHC Offices or Suspension of Operations

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the Contractor may be suspended or modified. Where the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement and is unable to mitigate its losses due to such obligations, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

4.23 Severability

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

4.24 Scope of Agreement

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

4.25 Binding

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

4.26 Compliance with Laws

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

4.27 Survival

The provisions of Section 4.2 (“Confidentiality and Non-Disclosure of CMHC Information”), Section 4.15 (“Laws Governing the Agreement”) this Section 4.27 (“Survival”) shall survive any termination or expiration of the Agreement.

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Schedule “B”

PRICING TABLE

Please complete:

The final pricing must include all costs in **Canadian dollars, exclusive of applicable taxes**. Proponents are required to complete the table below. Any items not identified in the table should be noted under other costs. If other items are required, please provide the associated details.

Additional costs NOT identified by a Proponent in this RFQ will not be accepted during the contracting phase or at the time of invoicing:

Product	Description/ Volume Bracket	SKU	Cost per User
License	Enterprise License 10 - 25	AUT0000025E8	
License	Enterprise License 30 - 100	AUT0000100E8	
License	Enterprise License 105 - 150	AUT0000150E8	
License	Enterprise License 155 - 250	AUT0000250E8	
License	Enterprise License 255 - 500	AUT0000500E8	
License	Enterprise License 505 - 750	AUT0000750E8	

Product	Description/ Volume Bracket	SKU	Cost per User/Month
Maintenance	Enterprise Maintenance 10-25	AUT0000025EE1-8	
Maintenance	Enterprise Maintenance 30-100	AUT0000100EE1-8	
Maintenance	Enterprise Maintenance 105-150	AUT0000150EE1-8	
Maintenance	Enterprise Maintenance 155-250	AUT0000250EE1-8	
Maintenance	Enterprise Maintenance 255-500	AUT0000500EE1-8	
Maintenance	Enterprise Maintenance 505-750	AUT0000750EE1-8	

Product	Description	SKU	Cost per User
Token	36 Month HW Token < 250	SID800-6-60-36	
Token	36 Month SID800 251-751	SID800-6-60-36-A	
Token	36 Month SID800 751-1501	SID800-6-60-36-B	
Token	36 Month SID800 1501-2501	SID800-6-60-36-C	
Token	36 Month SID800 2501-5001	SID800-6-60-36-D	

Product	Description	SKU	Cost per User/Month
Maintenance	Enterprise Maintenance 1,505-2,500	AUT0002500EE1-8	
Maintenance	Enterprise Maintenance 2,505-5,000	AUT0005000EE1-8	

Optional pricing

Product	Description	SKU	Cost per User
Token	36 Month SW Token 10 - 250	SID820-8-60-36-A	
Token	36 Month SW Token 255 - 750	SID820-8-60-36-B	
Token	36 Month SW Token 755 - 1,500	SID820-8-60-36-C	
Token	36 Month SW Token 1,505 - 2,500	SID820-8-60-36-D	
Token	36 Month SW Token 2,505 - 5,000	SID820-8-60-36-E	

Please complete the Proponent information on the following page:

Proponent information:

Company Name: _____ is authorized to sell or re-sell the services and products identified in the table above.

Address: _____

Contact: _____

Email: _____

Phone/Fax: _____

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) _____