

REQUEST FOR QUOTATIONS (“RFQ”)

RFQ #2020-2845

1. Title Alteryx Licenses

2. Introduction The Canada Deposit Insurance Corporation (“**CDIC**”) has a requirement to procure Alteryx licenses as further described below in Schedule “A” (Statement of Work).

CDIC is a federal Crown corporation with headquarters in Ottawa and 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 RFQ is issued in accordance with the following trade agreements:

Canadian Free Trade Agreement (CFTA)
Canada-European Union Comprehensive Economic and Trade Agreement (CETA)

4. Summary of Key RFQ Dates and Defined Terms The following capitalized terms shall have the following meanings where used in this RFQ:

Date of Issuance:	November 2, 2020
Deadline for Quotations:	November 16, 2020, 2:00 p.m., Ottawa local time
Quotation Validity Period:	90 days from Deadline for Quotations
Quotation Delivery Address:	procurement@cdic.ca
CDIC Procurement & Contracting Advisor:	Sara Kruyk

5. Incorporated Schedules and Forms In addition to the main body of this RFQ, the following schedules and information are incorporated by reference for the following purposes:

Goods and Services Requirements:	See <u>Schedule “A”</u> (Statement of Work)
Required Forms:	See the main body of this RFQ, and <u>Form “E-1”</u> (Financial Offer)
Term of Agreement	Two (2) year term

6. Quotation Delivery 1. Quotations must be received at the Quotation Delivery Address no later than the Deadline for Quotations with the time of delivery confirmed by a CDIC authorized representative. It is the bidder’s responsibility to ensure that the quotation is delivered by the Deadline for Quotations to the Quotation Delivery Address. The

time of delivery shall be the time the e-mail is received in the inbox of the email address provided as the Quotation Delivery Address.

2. Quotations received after the Deadline for Quotations may be deemed to be non-compliant and may be returned to the sender. CDIC may, in its sole and absolute discretion, accept a quotation delivered to the Quotation Delivery Address after the Deadline for Quotations if CDIC deems it to be in CDIC's best interests and the bidder demonstrates to CDIC's satisfaction that the quotation:
 - i) would have been delivered to the above address by no later than the Deadline for Quotations but for circumstances beyond the bidder's control; and
 - ii) would not otherwise confer a substantive advantage on the bidder if accepted by CDIC.
3. CDIC may only accept quotations submitted at the Quotation Delivery Address on the first page of this RFQ. Quotations 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 quotation at any time up to the Deadline for Quotations. Bidders may, in writing, revoke a quotation at any time (even after the Deadline for Quotations).

7. Quotation Format

Quotations are to be submitted in either English or French to the Quotation Delivery Address in Adobe Reader format (.pdf).

It is possible due to file size that the quotation may not be received. The maximum file size which CDIC is able to receive via email is 20 MB, It is highly recommended to contact the Procurement and Contracting Advisor by a separate email to the Quotation Delivery Address to advise that the quotation has been sent and confirm CDIC's receipt.

8. Required Documents

1. Bidders should include with their quotation any required forms.
2. Where a bidder fails to include any of the required forms in its quotation, 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 forms within a prescribed timeframe satisfactory to CDIC; and
 - ii) reject or refuse to consider any quotation from a bidder who fails to comply with any such submission requirement.

9. Evaluation and Selection

Quotations will be evaluated on a lowest evaluated cost basis.

The successful bidder(s) will be notified via email to the contact person at the email address provided by the bidder in Form "E-1" (Financial Offer).

Following the award of an agreement(s) resulting from this RFQ, CDIC will inform unsuccessful bidders of the results.

10. CDIC's Reserved Rights

Notwithstanding anything to the contrary in this RFQ, 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 quotation(s):
 - i) which in CDIC's sole and absolute discretion substantially comply with the requirements of this RFQ; 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 quotation, to ensure CDIC's operational requirements are met and to promote best value;
 - ii) any or all bidders, or any prospective persons or entities capable of delivering the required services but who may not have submitted a quotation in response to this RFQ, in the event, in CDIC's sole and absolute discretion, no quotations meet the requirements of this RFQ; or
 - iii) tied bidders in the event of a tie between two or more bidders.
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 it appropriate in CDIC's sole and absolute discretion.
4. Cancel, modify, re-issue or suspend:
 - i) any aspect of this RFQ, in whole or in part, at any time, for any reason;
 - ii) the schedule for this RFQ, including without limitation the Deadline for Quotations stated above and any other activity or date stipulated in this RFQ, in whole or in part, at any time, for any reason; or
 - iii) this RFQ in its current or modified form and invite quotations from only the bidders who submitted quotations in response to this RFQ 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 RFQ 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 quotation:
 - i) if, in CDIC's sole and absolute discretion, it fails in any material respect to comply with the requirements of this RFQ;
 - 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 quotation;
 - iv) from a bidder who colludes with one or more other bidder(s) in the preparation of any quotation;
 - 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;
 - 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*.

7. Award:

i) one or more agreements in connection with this RFQ.

8. Waive:

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

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.

11. Limitation of Liability

1. By submitting a quotation, the bidder acknowledges and agrees to the requirements of this Section 11.
2. The bidder acknowledges and agrees that in no event shall CDIC, its employees, officers, directors, consultants and 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 arising out of, in connection with, or in any way related to, any bidder's participation in this RFQ or any acts, omissions or errors, including negligence of 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 RFQ.
3. Without limiting the above, expenses or costs incurred by any bidder in any way related to or associated with this RFQ, including without limitation the preparation, submission or evaluation of quotations, 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 or other costs related to the presentation stage, and the satisfaction, fulfillment or completion of any conditions precedent to any agreement with CDIC to deliver the goods and services required by this RFQ, 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 RFQ or may have otherwise at law, CDIC may, in its sole and absolute discretion, elect to exercise its sole and absolute discretions pursuant to this RFQ, 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 RFQ or for the actions of CDIC, its employees, officers, directors, consultants or advisors in relation to this RFQ, including without limitation any exercise of CDIC's sole and absolute discretion bidders expressly acknowledge and agree by submitting a quotation that the total maximum compensation for, without limitation, any and all damages, economic losses, profits, opportunities, expenses, costs, or other losses, either individually or cumulatively, is limited to one thousand dollars (\$1,000.00 CAD).

12. Governing Law

This RFQ 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 RFQ.

13. Resulting Agreements

CDIC intends to award an agreement(s) that will include the requirements listed in Schedule "A" (Statement of Work). Bidders should submit with their quotation a copy of their licensing agreement.

14. Disclaimer

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

15. No Assumptions or Conditions

All prices contained in the "Financial Offer" shall be fixed prices and not subject to change after award of an agreement due to incorrect assumptions or conditions made by any bidder, whether or not these conditions or assumptions are stated in the bidder's quotation. To the extent a bidder requires additional information in order to provide fixed prices; the bidder should seek clarifications from CDIC.

16. General

1. In the event of any discrepancy, inconsistency or conflicts between the wording of the English or French version of this RFQ or any related documents, the wording of the English version shall prevail.
2. CDIC makes no guarantee of the value or volume of work to be assigned to the successful bidder, if any. The Agreement executed with the successful bidder may not be an exclusive agreement for the goods and/or services. CDIC may contract with others for the same or similar goods and/or services to those described in this RFQ or may obtain the same or similar goods and/or services from internal sources.
3. CDIC agrees to keep in confidence any information contained in a quotation that is clearly marked "confidential". Notwithstanding the foregoing, the submission of a quotation 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.
4. CDIC requires any persons supplying services 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 quotation.
5. If CDIC is of the belief that a bidder may be in a conflict of interest, CDIC may disqualify the quotation submitted by the bidder or terminate any agreement with that bidder pursuant to this RFQ.

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

This RFQ 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 vendor (often referred to as “Contract B”). Neither this RFQ nor a bidder’s quotation shall create any contractual rights or obligations whatsoever on any of CDIC or any bidder, save and except related to limitation of liability.

Bidder quotations are revocable by bidders; however, CDIC is under no obligation to continue to evaluate or consider any quotation that the bidder seeks to modify following the Deadline for Quotations (including any change in pricing that is adverse to CDIC). Quotations and related information about bidders will be assessed during the evaluation of quotations and accordingly, misleading or incomplete information, including withdrawn or altered quotation 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 RFQ BODY]

SCHEDULE "A"
STATEMENT OF WORK

CDIC is requesting a firm, fixed, all-inclusive price for a 2-year licensing agreement of the following products:

Product	Quantity
Alteryx Designer	10
Spatial (Alteryx Location Insights)	1
Alteryx Intelligence Suite	1
Alteryx Server (4 Core)	2
Alteryx Server Sandbox	1

[END OF SCHEDULE "A" (STATEMENT OF WORK)]

FORM "E-1"
FINANCIAL OFFER

(to be attached to the Financial Offer)

FINANCIAL OFFER

LEGAL NAME OF BIDDER: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE: _____

EMAIL: _____

SERVICES: **ALTERYX LICENSES**

The undersigned bidder (hereinafter referred to as the "**Bidder**") is authorized to sell Alteryx Licenses and hereby offers to perform and complete the work at the place, in the manner set out in accordance with the documents specified in the RFQ and any additional documents or information submitted as part of its "Financial Offer" and at the prices specified herein.

1. Place of Residence Information

- 1.1 Bidder **Resident** of Canada for Canadian tax purposes
- 1.2 Bidder **Non-resident** of Canada for Canadian tax purposes

If not specified, the Bidder will be deemed to represent and warrant that it is a resident of Canada for Canadian tax purposes.

By signing this Form the Bidder represents that the above information is accurate.

Signature

Date

Print Name

Title

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

[END OF FORM "E-1" (FINANCIAL OFFER)]