



## REQUEST FOR QUOTATION (RFQ)

### COMMVAULT CLOUD SECURITY SOFTWARE NOVEMBER 15-2024

#### 1. REQUIREMENT:

Export Development Canada (EDC) is accepting quotations for the purchase **Commvault Cloud Security Software Licenses and other SKUs**

##### 1. OBJECTIVE/PURPOSE

- i. Proponents are invited to submit quotes for the purchase of Commvault Cloud Security Software and other SKUs
- ii. **Refer to attached Appendix -B**

MFG SKU#	DESCRIPTION	QTY
CV-SEC-FT-21	Commvault Cloud Security Software Bundle, Per Front-End Terabyte, Requires Backup & Recovery as a pre-requisite Upfront Payment: Subscription - 2 Year	349
CV-DPP-FT-21	Commvault Cloud Cyber Recovery Software, Per Front-End Terabyte Upfront Payment : Subscription - 2 Year	100
CV-HSRA-24-1N-31	Commvault Cloud Hyperscale X Reference Architecture 24-Drive Node, Per Node, List Price is Monthly Rate, Subscription 3 - Year, Upfront Payment	12
MTL-AD-USR	Commvault Cloud Backup & Recovery SaaS for Active Directory, Per User, List Price is Monthly Rate Upfront Payment : Subscription - 1 year	3600
CV-CLNRM-10TB	Commvault Cloud Clean Room Recovery, Includes Control Plane Recovery and Entitlement to use Recovery Group functionality, Per 10TB Increments, List Price is Monthly Rate, Upfront Payment, Subscription - 1 Year	5

**Warranty:**  
N/A

#### 2. RFQ SCHEDULE:

The following is a projected schedule.  
The dates may be changed at the sole discretion and convenience of EDC.

<b>RFQ ISSUED:</b>	November 15,2024
<b>RFQ SUBMISSION CLOSE DATE &amp; TIME</b> (Submissions received at or after this date/time will not be accepted)	Before November 21, 2024 (1:00 pm Ottawa Time)

#### 3. COMMUNICATION:

##### 1. QUESTIONS:

Any questions or other communications in relation to this process **must (M)** be submitted via MERX.

## 2. QUOTATIONS:

All quotations **must (M)**:

- 1) be received using the unamended RFQ 24-844 – **Commvault Cloud Security Software** “Appendix B Quote Sheet” be duly executed on Appendix B or other signed acknowledgement which is included with the quotation. No other form of submission will be accepted. Amended or unsigned quote sheets, or failure to include a signed acknowledgement will cause a quotation to be disqualified and not accepted.
- 2) include pricing for all applicable line items, proposed software agreement (in word format) and including Product Unit Cost.
- 3) the requested quantities are to be delivered before end of December 31-2024.
- 4) be received by the RFQ submission deadline via MERX. No other method will be accepted.

## 4. QUOTATION EVALUATION:

The successful Proponent will be determined by the lowest Total Landed Cost of compliant quotations. Failure to include and/or identify any of item's EDC has requested pricing for may result in the quote being deemed incomplete and disqualified.

## 5. SERVICES SPECIFICATIONS:

### DELIVERY:

Delivery of the product to **FOB Destination** defined specifically as:

Export Development Canada  
2<sup>nd</sup> Floor Receiving  
150 Slater Street  
Ottawa, ON K1A 1K3  
(EDC Loading Dock Entrance Laurier Ave.)

There will be one (1) Purchase Order (PO) for this requirement. (See PO “General Terms and Conditions” attached as Appendix A).

Please Note: All shipments must be received before 4:00 PM Ottawa Time before Dec 31-2024.

**Stated Delivery** = Supplier **must (M)** indicate the commitment for the commencement of delivery based on the number of business days from Award of Contract/Purchase Order. “Time is of the essence”.

## 6. EDC'S RESERVED RIGHTS:

EDC reserves the right to:

1. Amend or cancel this process at any time.
2. Reject any or all submissions in its absolute discretion
3. Verify with any Proponent or with a third party any information set out in a submission

## Appendix A

### General Terms and Conditions

1. This order for goods and materials, including software (the "Goods") and/or services (the "Services") as described on the front page of this order together with any written documents which may be incorporated by specific reference herein constitute the entire agreement between the parties. Any verbal or written stipulations, representations, undertakings or agreements by EDC or any of its officers, agents or employees not expressly provided for in this order shall not form or be deemed to be part of this order.
2. Unless otherwise specified in this order: payment will be made only in Canadian funds upon presentation of the required documents; prompt payment discounts will be calculated from the date when both Goods and acceptable invoices are received by EDC; invoices shall bear the order number; and the negotiated payment terms will be effective upon EDC's acceptance of Goods or Service deliverables, unless otherwise indicated in this order.
3. All shipments and deliveries of the Goods shall be F.O.B. their intended destination and title to, responsibility for and risk of such Goods shall remain with the Vendor until and shall pass only upon EDC's receipt and acceptance.
4. The Vendor warrants:
  - i) It has clear title to the Goods, free of any encumbrances;
  - ii) The Goods do not constitute infringements of any Patents, Trade Marks, Industrial Designs, Copyrights or Trade Secrets;
  - iii) The Goods comply with all laws, statutes, regulations or codes in force in Canada;
  - iv) The Goods shall be in good condition, free from defect and shall conform to all requisite specifications and fit for the particular purpose for which they are purchased and this warranty shall not be waived in whole or in part as a result of any inspection or pretesting conducted by or on behalf of EDC or any third party; and
  - v) Its Services hereunder will be performed in a professional and workmanlike manner according to all applicable professional standards and the description of Services.
5. In respect of all Goods EDC finds to be defective, not conforming to specifications or not fit for the purpose for which they are being purchased, EDC may, at its option, either (a) return such Goods all at the expense and risk of the Vendor or (b) within a reasonable time of EDC notifying the Vendor of the problem, require the Vendor, at its expense, to replace such Goods. The Vendor shall be responsible for all packing and all shipping costs relating to the Goods and shall be liable for all damages, costs and expenses resulting from problems relating thereto. In supplement of and not by way of substitution for the terms of the specifications or any warranty stipulated or implied by law and notwithstanding prior acceptance by EDC, the Vendor will at any time within three months from delivery thereof, at its own expense, replace any Goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.
6. EDC reserves the right to return for full credit any goods received in excess of quantity specified. In such case all transportation costs and other expenses paid by EDC shall be reimbursed to it by the Vendor.
7. Maintenance Agreements on Goods are not automatically renewed. EDC reserves the right to receive annual notifications in writing of all upcoming service contracts.
8. Unless otherwise specified, the individual line totals indicated on the front of this order are "Not to Exceed" figures.
9. The Vendor shall not perform any changes in its Services until the fee and/or schedule impact of the change is agreed upon by the parties in writing.
10. EDC retains full ownership for all design, artwork and components created for its use in the completion of or performance of Services under this order including the full and discretionary right to the subsequent use thereof. All reports, software, data, working materials and papers, documentation, and any other deliverables under this order including all derivative works of such deliverable items produced or under development under this order (the "Works"), shall at all times be the exclusive property of EDC. The Vendor shall assign and transfer to EDC the worldwide copyright, and waives all moral rights, in and to any Works.
11. EDC may, at its option and upon notice, terminate this order immediately upon the following events:
  - i) EDC has reason to believe prior to the required delivery date that such delivery cannot or will not be made;
  - ii) The Vendor fails to meet its obligations pursuant to these terms and conditions;
  - iii) The Vendor makes any misrepresentation or breaches any warranty; or
  - iv) The Vendor makes a general assignment for the benefit of its creditors, files a petition in bankruptcy or is adjudicated as a bankrupt, or has a receiver and/or manager or a trustee appointed over its assets or part thereof for the benefit of one or more creditors of the Vendor.Notwithstanding and in the event that EDC terminates this order based on item i), ii) or iii), the Vendor shall reimburse EDC for any additional cost EDC incurs to purchase an alternative supply of Goods over the cost of the Goods EDC was required to pay under this order.
12. EDC may, upon giving fifteen (15) days written notice to the Vendor, terminate this order without cause as regards all or any part of the Services to be performed hereunder. Upon the effective date of termination, the Vendor shall forthwith discontinue its performance of its Services and cancel all commitments pertaining thereto in an orderly and economic manner except as may be specified in the notice. Upon termination, EDC shall only be liable to pay the Vendor for Services performed and costs and expenses incurred, prior to the effective date of termination and the Vendor shall have no further or other claim against EDC for damages (whether direct, indirect, consequential or otherwise) or specific performance nor any other right of action on account of such termination.
13. The Vendor hereby indemnifies and holds harmless EDC from and against all damages, costs, expenses, charges, losses, demands or liabilities whatsoever and including, without limit, claims of third parties, arising from or incidental to any failure by the Vendor to perform and discharge its obligations and liabilities herein in respect of the Goods or Services, including without limitation, breach of any warranties provided herein. This indemnity and all other remedies herein are in addition to and not in substitution for any other indemnity or remedy under this order or any other indemnity or remedy available at law or in equity.
14. EDC shall be entitled at all times to set-off any amount owing by the Vendor to EDC against any amount payable by EDC or an affiliate of EDC in connection with this order or any other between the Vendor and EDC or an affiliate of EDC.
15. The Vendor is a contractor independent of EDC and does not have any authority to bind EDC to any third party or otherwise to act in any way as the representative of EDC unless otherwise expressly agreed to in writing by EDC.
16. The parties agree not to assign or transfer the Agreement without the prior written consent of the other party. The Agreement shall be binding upon, and enure to the benefit of the parties respective successors and permitted assigns.
17. All information pertaining to the business and affairs of each of the parties hereto and obtained as a result of or in respect of the relationship between the parties relating to this order shall be kept and maintained in confidence and treated as confidential information.
18. This order and these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and no action or proceeding in relation thereto or arising therefrom shall be initiated against EDC except in the Courts of Law of Ontario to whose jurisdiction the Vendor hereby attorns.
19. Time is of the essence hereof.