



REQUEST FOR QUOTATION NO 2211701

Microsoft 365 Licensing

- Issue date:** January 11th, 2022
- Closing date and time:** Responses need to be in before **3:00pm** Pacific Time on **February 7th, 2022**. The Sunshine Coast Regional District (Regional District) will commence evaluation of responses after that time and reserves the right at its sole discretion to accept or reject any responses received after that time.
- Submit bid to:** The Sunshine Coast Regional District, 1975 Field Road, Sechelt BC V0N 3A1, email address: submissions@scrd.ca
- Contact for questions:** Andrew Jackson, Buyer and Risk Analyst, purchasing@scrd.ca. Any questions should be submitted in writing. Enquiries and responses will be recorded and may be distributed to all bidders at the Regional District's discretion.
- Requirement:** The Regional District is seeking to enter into a contract for the provision of Microsoft 365 licensing, as specified in the table below, on an annualized basis, for a guaranteed term of three years, with an option to renew for two additional one-year periods for a total commitment length of five years from issue date.
- The initial license counts, as specified in the table, must be delivered within five (5) business days of the issuance of a Purchase Order upon completion of this award – or by another mutually agreed date. Please provide information about your fulfilment process for Microsoft 365 licensing, and any timelines of which the Regional District should be aware.
- As a government entity, the Regional District may be eligible for government discounts, proponents must clearly indicate if this is the case and what those discounts are.
- The Regional District has an existing Microsoft tenant. The licenses covered by this award must be added to that tenant – specifics to be provided to the selected proponent.
- The Regional District anticipates it will need to procure additional licenses on an ad hoc basis during the term of the contract. The proponent must provide information on how adding licences will work, and how the pricing structure will work for the three-year duration of this commitment.
- Although there are no plans to do so at this time, the SCRD may, in future, need to reduce license count or alter the allocation of licensing between different types of licenses at different price points – for example, upgrade an E3 license to an E5 license. Please provide information about how this can be accomplished if it can be. (i.e. describe if licenses must be kept for at least one year, or they can be canceled with pro-rated refunds, etc.)
- Term** Three (3) years, with option to renew for two additional one (1) year periods, Subject to contractor performance and budgetary restraints.
- How to respond:** Please respond by completing pages 3 and 4. Prices quoted are to be exclusive of PST and GST. Quotes are to be FOB destination including all delivery charges. Bids should be submitted on this form and may be sent in hard copy or emailed. Terms and conditions are on pages 5 and 6.



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Addenda:

Should a correction be necessary or should additional information become available during the Request for Quotation process, it may be distributed in the form of an addendum posted on BC Bid or emailed directly to the invited Proponents. The Regional District assumes no responsibility for notifying individual bidders of the existence of addenda. It is the sole responsibility of the bidder to ensure it has obtained, prior to the closing, any addenda issued by the Regional District.

Contract Terms:

Proponents should review carefully the terms and conditions set out in the General Service Contract, including the Schedules. The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement. The terms and conditions found in the General Contract terms can be found at: [GSA Terms and Conditions.pdf](#) and are to form the basis for commencing negotiations between the Regional District and the selected proponent.

This RFQ and procurement process are intended to identify prospective contractors for the purposes of negotiating a potential contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between a Respondent and the Regional District by this RFQ and procurement process until the successful negotiation and execution of a Contract and is governed by the Contract itself.

Pricing:

Firm all-inclusive price to supply and deliver materials as described below, including all taxes except PST and GST.

Evaluation:

Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.

The Regional District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFQ, including mandatory and weighted criteria.

The Regional District reserves the right to be the sole judge of a qualified proponent.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarification or additional information in evaluating a Proposal.

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:

- Contribute to a stronger local economy;
- Promote the Living Wage and fair employment practices;
- Increase training and apprenticeship opportunities;
- Environmental Cost of Ownership;
- Energy efficient products;
- Minimal or environmentally friendly use of packing materials; and
- Reducing hazardous materials (toxics and ozone depleting substances).



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Weighted Criteria	Weight %
Price	90%
Social Procurement	10%

Price Evaluation:

The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula: lowest priced proposal/price of this proposal* total points available for price.

	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE,
1	Microsoft 365 F3 Licences	125		
2	Microsoft 365 E3 Licences	200		
3	Microsoft 365 E5 Licenses	8		
4				
5				
6				
7				
SUBTOTAL				
GST (5%)				
PST (7%)				
TOTAL ALL INCLUSIVE PRICE:			\$	

Return Policy: Describe your firm's return policy

Social Procurement: Describe any environmental and social factors.



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The undersigned agrees to be bound by the terms and conditions of this Request for Quotation and to supply the items listed at the prices quoted. If a Purchase Order is issued by the Regional District to the undersigned, the undersigned will be bound by and will comply with the terms and conditions contained in the Request for Quotation and the Purchase Order which will constitute the full and complete agreement between the parties.

BIDDER INFORMATION		
Name & title of individual		
Legal name of company		
Company address		
Phone and fax numbers	ph.	f
Email address		
Addenda acknowledged		
WCB No.		GST No.

Signature

Date

Request for Quotation Terms and Conditions

1. Definitions
Throughout this Request for Quotation, the following definitions apply:
 - (a) "**Addenda**" means all additional information
 - (b) regarding this RFQ, including amendments to the RFQ;
 - (c) "**BC Bid**" means the BC Bid website located at www.bcbid.ca;
 - (d) "**Bidder**" or "**Proponent**" means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a response to the RFQ;
 - (e) "**Closing Location**" includes the location or email address for submissions indicated on the cover page of this RFQ, or BC Bid, as applicable;
 - (f) "**Closing Time**" means the closing time and date for this RFQ as set out on the first page of this RFQ;
 - (g) "**Contract**" means the written agreement or Purchase Order resulting from the RFQ executed by the Regional District and the successful Proponent;
 - (h) "**Must**", or "**mandatory**" means a requirement that must be met in order for a response to receive consideration;
 - (i) "**Response**" means a written response to the RFQ that is submitted by a Proponent;
 - (j) "**Request for Quotation**" or "**RFQ**" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda; and
 - (k) "**Should**", "**may**" or "**weighted**" means a requirement having a significant degree of importance to the objectives of the Request for Quotation.
 - (l) "**SCRD or Regional District**" means Sunshine Coast Regional District.
 - (m) "**Vendor**" means the successful Proponent to the RFQ who enters into a Contract with the Regional District;
2. This Request for Quotation (RFQ) should not be interpreted as an agreement to purchase goods or services. The Sunshine Coast Regional District's (the "Regional District") intent is to select the bid(s) representing, in its sole discretion, best value to the Regional District. It will not be bound to accept the lowest or any bid and reserves the right in its sole and absolute discretion to reject, in whole or in part, any bid, or to cancel the RFQ in its entirety. The Regional District will not be obligated in any manner to any bidder submitting a quotation whatsoever until the bid has been accepted by the Regional District, in which case the Purchase Order Terms and Conditions, the terms of this RFQ and the terms of the quotation shall constitute the contract between the Regional District and the successful bidder.
3. It is the responsibility of the bidder to ensure that the quotation arrives prior to the date and time and at the place indicated. The Regional District reserves the right at its sole discretion to accept or reject any responses received after this time. From time to time the Regional District's spam filters block legitimate email. The Regional District cannot accept responsibility for delivery/receipt of email so please follow up if you do not receive a response.
4. Quotations shall be based on the specifications. Equivalent alternatives to products specified may be considered if full descriptive data on proposed alternatives is submitted with the Quotation. The Regional District reserves the right to determine, at its sole discretion, whether the alternatives are equal to products specified.
5. Quotations should be in Canadian funds.
6. Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the account payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.
7. The Regional District and its employees and agents shall not be held liable or accountable for any error or omission in any part of this RFQ or response to bidder questions. While the Regional District and/or its employees and agents have made efforts to ensure an accurate representation of information in this RFQ, the information contained in or provided with the RFQ, is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the Regional District and/or its employees or agents, nor is it necessarily comprehensive or exhaustive. Bidders should not rely exclusively on any information provided in or with this RFQ and should independently verify all such information. Nothing in this RFQ is intended to relieve bidders from the responsibility of conducting their own investigations and research and forming their own opinions and conclusions with respect to the matters addressed in this RFQ. Proponents will be solely responsible to ensure their quotation meets all requirements of the RFQ, to advise the Regional District immediately of any apparent discrepancies or errors in the RFQ, and to request clarification if in doubt concerning the meaning or intent of anything in the RFQ.
8. Any questions should be submitted in writing to the contact identified herein. Enquiries and responses will be recorded and may be distributed to all bidders at the Regional District's discretion. Information obtained from any other source is not official and should not be relied upon. Should a correction be necessary or should additional information become available during the RFQ process, it may be distributed in the form of an addendum posted on BC Bid. The Regional District assumes no responsibility for notifying individual bidders of the existence of addenda. It is the sole responsibility of the bidder to ensure it has obtained, prior to the closing, any addenda issued by The Regional District.
9. If a bidder discovers that it has made an error in its quotation, the bidder may forward a correction notice to the Regional District, but it must be received prior to the closing date and time for the RFQ. Unless otherwise specified, quotations will be open for acceptance for 90 days after the closing date.
10. Quotations that contain qualifying conditions or otherwise fail to conform to the RFQ terms may be rejected. The Regional District retains the right to waive irregularities in the quotation if it deems such irregularities to be of a minor or technical nature. The Regional District retains the sole right to determine which quotation, if any, best meets its needs. The Regional District reserves the right to issue multiple Purchase Orders, i.e., to more than one bidder, should it deem this to be in the best interest of the Regional District.
11. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the RFQ irrespective of subsequent

- representation that mistakes have been made in the quotation originally submitted.
12. Notwithstanding the previous paragraphs, if it appears an error has been made in a quotation, the Regional District may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this RFQ.
 13. The Regional District reserves the right to award this order in part or in full, on the basis of quotations received.
 14. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.
 15. Bidders should use the unit of measure shown in the RFQ. Where conversions are required, these should be done by the bidder prior to submitting quotation.
 16. Bidders should refer to the RFQ number in all correspondence.
 17. Bidders must comply with applicable laws. This RFQ will be governed exclusively by and construed and enforced in accordance with the laws of the Province of British Columbia. The courts of the Province of British Columbia will have exclusive jurisdiction in the event of any dispute concerning this RFQ or any matters arising out of this RFQ.
 18. Whenever the Contract calls for any service to be performed, the Vendor shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District listed as "Additional Insured" the minimum limits of not less than those stated below:
 - a. Commercial General Liability – not less than \$2,000,000 per occurrenceA provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Vendor must comply with all applicable laws and bylaws within the jurisdiction of the work. The Vendor must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.
 19. Bidders' expenses:
 1. It is a fundamental condition of this RFQ and the receipt and consideration of quotations by the Regional District that the Regional District, and its respective employees, consultants and agents, will not and shall not under any circumstances including without limitation whether pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, be responsible or liable for any costs, expenses, claims, losses, damages or liabilities (collectively and individually all of the foregoing referred to as "Claims") incurred or suffered by any bidder as a result of or related to any one or more of: the RFQ; the preparation, negotiation, acceptance or rejection of any conforming or non-conforming quotation; the rejection of any bidder; or the cancellation, suspension or termination of the RFQ process. By submitting a quotation each bidder shall be conclusively deemed to waive and release the Regional District and its employees, contractors, consultant and agents, from and against any and all such Claims.
 2. By submitting a quotation, the bidder agrees that it shall not claim damages for any matter arising out of this RFQ process or in preparing and submitting a quotation. The bidder further agrees to and hereby waives any claim for damages for loss of profit if the bidder is not selected by the Regional District.
 3. In consideration of the Regional District considering a bidder's quotation, the bidder waives any right it may have to question or challenge the evaluation of its quotation or any other quotation and releases the Regional District from any Claims arising from the evaluation process or the failure of the Regional District to select that bidder's quotation.
 20. All documents submitted in response to this RFQ shall become the property of the Regional District and as such will be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

The requirement for confidentiality shall not apply to any Bid that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring Bidder's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.