

## REQUEST FOR PROPOSALS (“RFP”)

RFP 2019-2051

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**1. Title** CDIC Managed Web Service

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**2. Introduction**

This RFP cancels and supersedes previous RFP number 2018-0329 dated May 18, 2018 with a closing of June 15, 2018 at 12:00 Eastern Daylight Time (EDT).

Changes were made to the RFP to:

1. Update Section 3.3.2 (Availability, Performance and Reliability Requirements) of Schedule “A” (Statement of Work) to incorporate the changes made to Table 1: Service Levels for Normal Operations in Addendum #2 of the previous RFP.
2. Add Mandatory Requirement M4 which was added to the previous RFP in Addendum #2.
3. Clarify the security requirements of the RFP, specifically:
  - a. Section 3.4 (Security Requirements) of Schedule “A” (Statement of Work), including Section 3.4.1 (General Security);
  - b. Mandatory Requirement M7;
  - c. Rated Requirement R12;
  - d. A10 and A42 of the Questions and Answers.
4. Update Schedule “C-1” (Presentation Requirements and Evaluation) to better address the clarified security requirements.

While proposed solutions should be based on security industry standard guidelines, it is not CDIC’s intention to have Document Safeguarding Capability (DSC) be a mandatory requirement of the RFP.

The Canada Deposit Insurance Corporation (“**CDIC**”) has a requirement to procure web hosting services which includes the design and delivery of a scalable and reliable cloud-based hosting environment and Content Delivery Network, defined below. CDIC requires the provision of a fully managed service (including incident and security resolution, patching, availability monitoring, configuration and release management), Web Content Management System installation and configuration, and training, as further described 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](http://www.cdic.ca).

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**3. Trade Agreements**

This RFP is issued in accordance with the following trade agreements:

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Canadian Free Trade Agreement  
 Canada-European Union Comprehensive Economic and Trade Agreement

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**4. Summary of Key RFP Dates and Defined Terms**

The following capitalized terms shall have the following meanings where used in this RFP:

Date of Issuance:	July 18, 2018
Deadline for Requests for Clarifications:	July 27, 2018 12:00pm Ottawa local time
Deadline for Proposals:	August 31, 2018 12:00pm Ottawa local time
Proposal Validity Period:	90 days from Deadline for Proposals
Proposal Delivery Address:	procurement@cdic.caste
CDIC Procurement & Contracting Advisor:	Sara Kruyk

**5. Incorporated Schedules and Forms**

In addition to the main body of this RFP, 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) and: <ul style="list-style-type: none"> <li>• <u>Schedule "A-1"</u> (Acronyms &amp; Glossary)</li> <li>• <u>Schedule "A-2"</u> (Current Website Information)</li> </ul>
Evaluation and Selection:	See the main body of this RFP and: <ul style="list-style-type: none"> <li>• <u>Schedule "B"</u> (Evaluation and Selection Process);</li> <li>• <u>Schedule "C"</u> (Technical Offer Requirements and Evaluation);</li> <li>• <u>Schedule "C-1"</u> (Presentation Requirements and Evaluation); and</li> <li>• <u>Schedule "D"</u> (Financial Offer Requirements and Evaluation).</li> </ul>
Required Forms:	See the main body of this RFP and <u>Schedule "E"</u> (Required Forms) <ul style="list-style-type: none"> <li>• <u>Form "E-1"</u> - Technical Offer</li> <li>• <u>Form "E-2"</u> - Financial Offer</li> </ul>
Form of Agreement:	See this RFP and <u>Schedule "F"</u> (Professional Services Agreement)
Term of Agreement:	Three (3) year term, plus two (2) option years.
Attachments:	Attachment 1: Site Map Attachment 2: Questions and Answers

**6. Requests for Clarification**

1. Any request for clarification of the contents of, or interpretation, correction, or questions or concerns relating to this RFP should:
  - i) be made in writing prior to the Deadline for Requests for Clarification;
  - ii) be addressed only to the Procurement & Contracting Advisor named above;
  - iii) list the RFP number in the subject line; and
  - iv) be addressed by electronic mail to: [procurement@cdic.ca](mailto:procurement@cdic.ca)

2. Answers to any requests will be made available as written addenda to this RFP.
  3. Any attempt by a bidder or any of its employees, agents, contractors or any other representatives to contact any person at CDIC other than the Procurement & Contracting Advisor, or to contact the Procurement & Contracting Advisor other than in writing regarding this RFP, may in CDIC's sole and absolute discretion, result in the bidder's disqualification and the rejection of its proposal.
  4. Nothing in this RFP limits CDIC's right, in its sole and absolute discretion, for which CDIC shall have no obligation, to communicate with any bidder regarding any matter in the normal course of business from any contractual relationship for the provision of any other or similar goods or services independently of this RFP.
  5. It is the sole responsibility of a bidder to avail itself of any information it may require, obtain any clarification of the requirements or other matters in this RFP and make their own investigations, projections and conclusions prior to submitting a proposal.
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## 7. Proposal Delivery

1. Proposals must be received at the Proposal Delivery Address no later than the Deadline for Proposals with the time of delivery confirmed by a CDIC authorized representative. It is the bidder's responsibility to ensure that the proposal is delivered by the Deadline for Proposals at the Proposal Delivery Address. For proposals received by e-mail, the time of delivery shall be the time the e-mail is received in the inbox of the email address provided as the Proposal Delivery Address.
  2. Proposals received after the Deadline for Proposals may be deemed to be non-compliant and may be returned to the sender. CDIC may, in its sole and absolute discretion, accept a proposal delivered to the Proposal Delivery Address after the Deadline for Proposals if CDIC deems it to be in CDIC's best interests and the bidder demonstrates to CDIC's satisfaction that the proposal:
    - i) would have been delivered to the above address by no later than the Deadline for Proposals 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 proposals submitted at the Proposal Delivery Address on the first page of this RFP. Proposals 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 proposal at any time up to the Deadline for Proposals. Bidders may, in writing, revoke a proposal at any time (even after the Deadline for Proposals).
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## 8. Proposal Format

1. Proposals are to be submitted in either English or French to the [procurement@cdic.ca](mailto:procurement@cdic.ca) mailbox as follows:
  - i) in Adobe Reader format (.pdf); and
  - ii) arranged so that the "**Technical Offer**", responding to the technical requirements set out in Schedule "C" (Technical Offer Requirements and Evaluation); and the "**Financial Offer**", responding to the financial

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requirements set out in Schedule "D" (Financial Offer Requirements and Evaluation) shall be submitted in two separate attachments to the email.

It is possible due to file size that the proposal 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 procurement@cdic.ca to advise that the proposal has been sent and confirm CDIC's receipt.

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**9. Required Documents**

1. Bidders should include with their proposal any forms attached to Schedule "E" (Required Forms).
  2. Where a bidder fails to include any of the forms listed in Schedule "E" (Required Forms) in its proposal, 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 documents within a prescribed timeframe satisfactory to CDIC; and
    - ii) reject or refuse to consider any proposal from a bidder who fails to comply with any such submission requirement.
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**10. Evaluation and Selection**

Proposals will be evaluated in accordance with Schedule "B" (Evaluation and Selection Process).

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 – Technical Offer.

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

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**11. CDIC's Reserved Rights**

Notwithstanding anything to the contrary in this RFP, 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 proposal(s):
  - i) which in CDIC's sole and absolute discretion substantially comply with the requirements of this RFP; 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 proposal, 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 proposal in response to this RFP in the event, in CDIC's sole and absolute discretion, no proposals meet the requirements of this RFP; or
  - iii) tied bidders in the event of a tie between two or more bidders.
3. Conduct a best and final offer process:

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- 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 RFP, in whole or in part, at any time, for any reason;
    - ii) the schedule for this RFP, including without limitation the Deadline for Proposals stated above and any other activity or date stipulated in this RFP, in whole or in part, at any time, for any reason; or
    - iii) this RFP in its current or modified form and invite proposals from only the bidders who submitted proposals in response to this RFP 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 RFP 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 proposal:
    - i) If, in CDIC's sole and absolute discretion, it fails in any material respect to comply with the requirements of this RFP;
    - 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 proposal;
    - iv) from a bidder who colludes with one or more other bidder(s) in the preparation of any proposal;
    - 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 RFP.
  8. Waive:
    - i) irregularities, informalities, non-conformity, non-compliance, omissions and defects in any proposal 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 RFP.

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.

**12. Limitation of Liability**

1. By submitting a proposal, the bidder acknowledges and agrees to the requirements of this Section 12.
  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 RFP 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 RFP.
  3. Without limiting the above, expenses or costs incurred by any bidder in any way related to or associated with this RFP, including without limitation the preparation, submission or evaluation of proposals, 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 RFP, 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 RFP 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 RFP, 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 RFP or for the actions of CDIC, its employees, officers, directors, consultants or advisors in relation to this RFP, including without limitation any exercise of CDIC's sole and absolute discretion bidders expressly acknowledge and agree by submitting a proposal 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).
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**13. Governing Law**

This RFP 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 RFP.

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**14. Resulting Agreements**

1. CDIC intends to award an agreement(s) that will include:
  - i) the Statement of Work (attached to this RFP as Schedule "A" (Statement of Work);
  - ii) the form of agreement attached to this RFP as Schedule "F" (Professional Service Agreement);
  - iii) any other RFP document CDIC deems appropriate to include as part of the resulting agreement(s); and
  - iv) the documents submitted with the successful proposal.

**15. Debriefing** After notification of the results of the RFP process, bidders may request a debriefing. Bidders should make the request to the Procurement and Contracting Advisor within fifteen (15) working days of receipt of the notification. The debriefing may be in writing, by telephone or in person.

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

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**17. 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 proposal. To the extent a bidder requires additional information in order to provide fixed prices; the bidder should seek clarifications from CDIC, as described in Section 6 above, as part of this RFP process.

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**18. General**

1. In the event of any discrepancy, inconsistency or conflicts between the wording of the English or French version of this RFP 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 selected candidate, if any. The Agreement executed with the selected candidate 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 RFP 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 proposal that is clearly marked "confidential". Notwithstanding the foregoing, the submission of a proposal 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 proposal.
5. If CDIC is of the belief that a bidder may be in a conflict of interest, CDIC may disqualify the proposal submitted by the bidder or terminate any agreement with that bidder pursuant to this RFP.

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

This RFP is not an offer to enter into either a bidding contract (often referred to a “Contract A”) or an agreement to acquire goods or services from the vendor (often referred to as “Contract B”). Neither this RFP nor a bidder’s proposal shall create any contractual rights or obligations whatsoever on any of CDIC or any bidder, save and except related to limitation of liability.

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



## Schedule "A"

### Statement of Work

#### Note to bidders:

Capitalized terms used in this Schedule A are defined in "Schedule A-1: Acronyms & Glossary" or in the Professional Services Agreement attached as Schedule F to this RFP.

Unless otherwise indicated, the New Website and Dark Site require the same functionality.

#### Definitions

Whenever used in this Schedule A, words and terms shall have the meanings set out in "Schedule A-1"

#### Background

This RFP is an invitation issued by CDIC to prospective candidates to submit proposals for web hosting services which includes the design and delivery of a scalable and reliable cloud-based hosting environment and Content Delivery Network, defined below. CDIC requires the provision of a fully managed service (including incident and security resolution, patching, availability monitoring, configuration and release management), Web Content Management System installation and configuration, and training, as described below. All proposals submitted in response to this RFP will be evaluated in a competitive process leading to the selection of a qualified firm to enter into a "Professional Services Agreement" (the "**Agreement**").

## 1 Introduction

CDIC currently communicates with its stakeholders and clients through the CDIC Website, [cdic.ca](http://cdic.ca), its French equivalent, [sadc.ca](http://sadc.ca), and associated subdomains (Dark Site). CDIC operates in two states: *Normal Publishing Periods* and *Critical Publishing Periods*.

CDIC currently manages its website through a number of separate providers, each managing separate components of the website and environment. These include Web Content Management System (WCMS) support, web hosting, content delivery network, and general network connectivity. CDIC hopes to improve this situation by moving to a Managed Web Service (MWS) model.

### 1.1 Objective

CDIC has a requirement for a Managed Web Service which includes the design and delivery of a scalable and reliable cloud-based hosting environment and Content Delivery Network (CDN). CDIC requires the provision of a fully managed service (including incident and security resolution, patching, availability monitoring, configuration and release management), WCMS installation, configuration and training.

CDIC is seeking a supplier who can provide ongoing Single-Point-of-Service support and ongoing maintenance of this Managed Web Service (MWS) as described in this Schedule A.

The objective of this RFP process is to establish a relationship between CDIC and a single provider who will:

- Deliver a scalable and reliable hosting environment, including the provision of disaster recovery services;
- Deliver a Web Content Management System, configured to the needs and functionality required by CDIC as outlined in the *Website Requirements* section;
- Provide environment management services including, but not limited to: security, patching, monitoring and issue resolution, service request, capacity, service level, availability and configuration;
- Provide project services in the establishment of the CDIC Website on the new hosted platform(s);
- Provide services for the ongoing evolution of the infrastructure, suggestions of new technologies and direction of the solution in general;
- Provide access to website design services (optional requirement);
- Provide access to back-up webmaster services (optional requirement); and
- Provide access to content migration services from the CDIC Website to the Beta Website (optional requirement)

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## 1.2 Expectations

CDIC expects the selected candidate to provide a new environment and configured WCMS, to implement the CDIC Website design and to allow the migration of existing CDIC web content to the Beta Website.

Following content migration, the selected candidate will manage the entire web service, with the exception of content and design changes, which will continue to be the responsibility of CDIC.

CDIC expects initial setup and configuration of this MWS to be operational within (6) months of the contract being awarded.

## 1.3 Responsibilities

The selected candidate shall be responsible for the seamless transition of the CDIC Website into their new hosting environment and WCMS, including, but not limited to:

- Website hosting services, associated necessary infrastructure and associated software to support and maintain the redesigned WCMS and content, as further detailed in this document.
- Integrating the information architecture of the CDIC Website into the bidder's provided WCMS.
- Customization of the WCMS design layer or thematic elements to ensure the consistency of "look and feel" between the CDIC Website and the website created by the selected candidate (Beta Website).
- Launch services related to moving the Beta Website (after the loading of content and completion of UAT) into its final status as the New Website.

NOTE TO BIDDERS: Should any bidder desire to subcontract a portion of the services, the bidder must clearly identify those proposed subcontractors, and their responsibilities in the bidder's Technical Offer. Notwithstanding the above, the bidder will be responsible for providing a "single point-of-service" consistent with the Managed Web Service model.

## 2 Website Requirements

### 2.1 General Information

The selected candidate shall deliver a fully functional Beta Website, built within their recommended WCMS and deployed within their cloud hosting infrastructure.

User experience improvements for mobile users as well as accessibility fixes to the current site design are expected during WCMS configuration. The Beta Website, and ultimately the New Website, shall meet the requirements as set out in the sections below.

The New Website will consist of content currently available on the CDIC Website, loaded into the selected candidate's Beta Website, and as detailed in *Schedule A-2: Current Website Statistics*.

#### 2.1.1 Beta Website

The selected candidate shall deliver a fully functional, error-free, bilingual, Beta Website built in the proposed WCMS.

#### 2.1.2 Initial Configuration

The WCMS shall be fully configured to allow CDIC to manage its web content. The selected candidate shall be responsible for the integration of rules, roles, system configuration and the existing information architecture of the CDIC Website.

#### 2.1.3 Scalability

The New Website must be scalable and able to handle any unexpected increases in traffic.

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#### **2.1.4 Accessibility**

It is CDIC's intention that the New Website will conform to best practices in web accessibility. The selected candidate will ensure that the New Website (excluding content) is capable of conforming to WCAG AAA standards. Ideally, it should be possible to assess the accessibility level of web content within the WCMS staging area prior to posting to the production environment. Meeting accessibility guidelines will not be a pre-requisite for posting within the WCMS, however.

#### **2.1.5 Bilingual**

The New Website shall be available using the existing CDIC English and French web domains and offer a language toggle on each web page. It should adhere to industry best practices that allow for easy management of bilingual web content through the WCMS. The WCMS interface should allow for the web publisher to select either English or French from the system interface for the entirety of their session, regardless of the language of individual content elements.

URL naming conventions shall wholly respect French for the French sections of the Website, and English for the English sections of the Website.

#### **2.1.6 Usability**

The selected candidate shall ensure that the information architecture of the Beta Website mirrors that of the existing CDIC Website, while making usability improvements to navigation and layout for users browsing on mobile devices.

#### **2.1.7 Mobile Friendly**

The selected candidate will optimize the New Website for mobile devices. The New Website must be capable of handling content through the use of CSS-based stylesheets, served to the user based on their device screen size and capabilities.

#### **2.1.8 Visual Identity**

The New Website will broadly adhere to the branding and page layouts of the CDIC Website.

#### **2.1.9 Website Support**

It is CDIC's intention that web content will be created and edited primarily by CDIC communications staff. All additional infrastructure, security and patching/upgrades will be the responsibility of the selected candidate.

The internal team at CDIC consists of non-technical communications officers and one webmaster. CDIC will be responsible for design and content layers, unless otherwise occasionally provided as an optional service by the selected candidate.

### **3 Web Content Management System Requirements**

#### **3.1 Technical Requirements**

CDIC expects the selected candidate to recommend, implement and manage a modern, scalable, secure and cost-effective WCMS that is best suited to the business needs, competencies and available staff within CDIC.

The WCMS should adhere to best practices including:

- a) A separation of design, content and application (database, WCMS coding, server) layers.
- b) A site design that is controllable through the use of site-wide CSS design packages or theme files, editable using standard web design software. Additional custom CSS should be allowed on a per-page basis.
- c) HTML5 / XHTML-strict code that validates using independent validator services (such as w3c.org)
- d) An intuitive system that allows non-technical users to both publish and draft content independently of each other, using WYSIWYG editor.

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- e) The ability to add modular functionality (such as 3<sup>rd</sup> party mega menu) on top of the core WCMS functionality, without amending the codebase of the core WCMS.

For containment of acquisition and support costs, CDIC prefers a streamlined WCMS that delivers functionality and flexibility and is appropriate for a small organization with no internal dedicated technical or IT staff.

CDIC prefers a WCMS solution that reduces the risk of vendor-lock-in and is currently utilized within the broader Canadian federal government including Crown Corporations or similar entities, to ensure access to a community of local users for assistance with troubleshooting and publishing.

## **3.2 Functional Requirements**

### **3.2.1 Remote Access**

Access to the WCMS and the ability to replicate (promote content between Authoring, Staging and Production environments) must be restricted to authenticated CDIC users. Remote access to the WCMS and replication should be securely provided by the selected candidate to permit CDIC employees to securely manage site content from outside the CDIC network, where necessary. Two-factor authentication should be used.

### **3.2.2 Custom Scripting**

The WCMS should allow for the inclusion of custom scripting elements, such as Javascript, web fonts and custom CSS (for individual pages) in a way that does not interfere with the standard WCMS installation.

### **3.2.3 HTML 5 support**

The WCMS should be capable of generating pages and utilizing design templates that support HTML5.

### **3.2.4 Roles**

CDIC anticipates three broad internal user types:

Level 1 – Author - access to create and edit their own content pages only.

Level 2 – Editor – access to create and edit content across the general site.

Level 3 – Webmaster – access to control, create and edit content and page layouts across the entire site.

- Ability to promote content between authoring, staging and production environments, and to backup and restore content.
- SFTP access to select areas of the hosting environment for the purposes of uploading and removing files as well as editing the design layer of the site.
- Ability to control WCMS permissions for other CDIC users.

The application layer of the New Website will be managed and controlled by the selected candidate. CDIC may require additional access for CDIC users from time to time.

### **3.2.5 WYSIWYG editor**

- Should include a standard visual editor, outputting valid code (no deprecated tags or Microsoft Office styles should remain)
- Author should have the ability to choose between predetermined page layouts (e.g. full-page or main content plus side bar)
- Author should have the ability to control layout of the page using blocks (e.g. 2 column or 3 column) within the body area of the page.
- Drag and drop functionality for page elements and content containers would be advantageous.

### **3.2.6 Automated Lists**

The WCMS should allow for “Latest Documents” lists, by document type or tag, to be inserted into any page. The webmaster should have the ability to include such lists throughout the Website, with options to customize for

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display (e.g. number of items in each list instance). This should be accomplished either through documented code snippets (which can be used by the CDIC webmaster) or other WCMS function.

### **3.2.7 Syndicated Feeds**

All list pages of the Website (Career Postings, News Releases etc.) must generate an RSS feed, or similar, to allow for syndication of content and future integration into subscription tools such as email alerts.

### **3.2.8 Site Search**

The WCMS must include a user-friendly site search (with separate English and French result sets), and the ability to incorporate a third-party search, if deemed necessary.

### **3.2.9 Rich Media**

The WCMS must allow for the incorporation of rich media elements during page authoring that include infographics, audio and video.

### **3.2.10 Print Friendly View**

All pages of the Website should print in a print-friendly manner, controlled at the CSS stylesheet level, removing navigation and unnecessary web template elements.

### **3.2.11 Version Control**

All content pages within the New Website should incorporate version control, allowing the webmaster to roll-back or restore between up to three previous versions.

### **3.2.12 Backup & Restore Functionality**

The WCMS must include webmaster-controlled content backup and restore functionality. These functions should be available through the WCMS interface and cover all website content. These backups are separate from environment and database backups which are the responsibility of the selected candidate.

### **3.2.13 Multiple Page Drafts**

A key requirement for CDIC is the ability to create and manage multiple potential draft iterations of pages on the New Website. During Critical Publishing Periods, several potential iterations (each iteration may be multiple pages) of website content need to be prepared. Only one of these potential iterations may go live. The WCMS should support the CDIC webmaster in managing these page and site change scenarios.

### **3.2.14 Analytics**

The WCMS must accommodate the integration of tracking code, for the purposes of web traffic analysis.

### **3.2.15 Promotion of Content to Production**

CDIC must have the ability to promote individual content pages to production, while leaving others in draft (unpublished format). Content promoted to production should be available within 20 seconds on the production server and CDN during critical publishing periods.

### **3.2.16 Password protected files and pages**

The WCMS installation should allow for restricting public access to individual files or pages within the website by means of password or other guest authentication. This may, on occasion, be used to distribute larger files such as high-resolution graphic art files which exceed the CDIC email server limit. Such files will be non-sensitive in nature.

## **3.3 Hosting and Environment Requirements**

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### 3.3.1 Target Hosting Environments

The selected candidate will be responsible for implementing the new physical and virtual architecture for the environments required by CDIC. All environments will be cloud-based, i.e. not physically located at CDIC.

At a conceptual and logical level, CDIC has determined a need for the following environments for New Website and Dark Site instances:

- Production
- Staging (web content validation prior to replication to Production, final checks by webmaster)
- Authoring (content authoring – draft content)
- Sandbox (Research, proof of layout and design concepts, testing of plugins and 3<sup>rd</sup> party hosted code)

### 3.3.2 Availability, Performance and Reliability Requirements

The required availability of the New Website during standard operations is outlined in Table 1 below.

**Table 1: Service Levels for Normal Operations**

	<b>Production</b>	<b>Content Staging</b>	<b>Content Authoring and Sandbox</b>
<b>System Availability*</b>	99.99%	99.9%	99.9%
<b>Application Availability**</b>	99.95% Extended Service Hours (24 x 7)	99.9% Extended Service Hours (24 x 7)	99.9% Standard Service Hours (8am – 8pm 5 days/wk)
<b>Incident Response Time</b>	15 minutes	15 minutes	1 hour
<b>Performance</b>	Maximum of 4 second response times for client-side uncached page loads <sup>1</sup>	Maximum of 5 second response times for uncached page loads – front end and administration panel	Maximum of 5 second response times for uncached page loads – front end and administration panel
<b>Backup Frequency</b>	Daily	Daily	Daily

CDIC has specific needs during Critical Publishing Periods, which necessitate the activation of the Dark Site.

<sup>1</sup>It is expected that the selected candidate’s solution will scale over time to continue to meet the needs of CDIC users and traffic.

\* **System Availability** refers to availability of the New Website to the public via web browser. This may be accomplished through the use of a CDN.

\*\* **Application Availability** refers to the WCMS and other applications which control the New Website and the publishing process (back end operations).

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During these periods, the New Website will experience increases in traffic and visits. It is expected that the selected candidate will be able to provide temporary resources to both support the increased traffic to the site as well as to support CDIC in reliably and quickly releasing the Dark Site and subsequent content changes therein.

Planned downtime for maintenance activities is not included in the availability and performance calculations. Such maintenance should take place when least disruptive to CDIC and web visitors, as agreed with CDIC.

The bidder's SLA (to be included with its Technical Offer) should describe their escalation process to correct service levels should they fall outside of those agreed in the SLA (and outlined in Table 1 above).

### 3.3.3 Additional Availability and Recovery requirements:

The Authoring, Staging and Production environments are required to be 'active-active' in a multi-datacenter-site configuration, or equivalent setup.

In the event of a disaster or situation where a datacenter goes offline, the remaining datacenter in the solution will continue to serve the New Website. An offline datacenter will have to be re-introduced to the active configuration by means of synchronization of data and files which could have changed during the outage. CDIC expects this configuration and cluster management to be included in the MWS.

- a) If the New Website goes down, if a disaster occurs or if the New Website experiences poor performance, a static web site (explaining that the site is experiencing difficulties) should be displayed within 5 minutes. This site must be updatable by CDIC via SFTP or similar.
- b) If the New Website is corrupted it should be rebuilt from the most recent complete backup. Recovery of a corrupt website should be from a known "good" state maintained in an environment that is not accessible from the Internet. Data that is exposed to the internet, publicly, should not be used for recovery.

**Table 2: Recovery Service Levels**

Recovery Objectives	Production and Staging Environments	Authoring & Sandbox Environments
Recovery Point Objectives	Maximum 4 hours	Maximum 24 hours
Recovery Time Objectives	Maximum 1 hour	Maximum 24 hours

### 3.3.4 Critical Publishing Periods

CDIC considers all business hours (Monday to Friday from 8 a.m. to 6 p.m. local time in Ottawa Ontario) as the Normal Publishing Period.

A Critical Publishing Period is one where CDIC is publishing to and making the Dark Site publicly available and may fall outside of the Normal Publishing Period.

CDIC will use best efforts to provide a minimum of 2-hour notice to the selected candidate of any upcoming Critical Publishing Period.

### 3.3.5 Volume and Capacity Requirements

Bidders must be able to meet the following volume and capacity requirements for the Production environment:

- a) Must be able to handle current content loads as outlined in Schedule A-2;
- b) Must be able to handle an expected growth in usage of up to 30% each year;
- c) Must be able to handle key peak activity periods for the New Website during Critical Publishing Periods, when the Dark Site is live or about to go live.

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- d) Must be able to support the activation and deployment of the Dark Site within 120 minutes.
- e) Must be able to scale to handle any unexpected increase in web traffic. Dynamic scaling would be preferable, though scaling with human intervention is also acceptable providing it can be done within thirty (30) minutes.

A VPN / secure link to the service from CDIC should be able to sustain 10Mbit/s to enable WCMS access and maintenance. 100Mbit/s would be preferable.

Disk space capacity for current use and future growth over the terms of the contract. 500 GB is estimated sufficient to meet this objective.

### **3.3.6 Content Delivery Network**

Content Delivery Network delay (time it takes for changes to be visible to end users) must be configured to support near-instantaneous publishing by CDIC.

## **3.4 Security Requirements**

The information assets involved in the CDIC Website (including Dark Site) are made up of content for web publication. The content on the Production Environment is categorised as non-protected or public with a high integrity and high availability requirement.

The Authoring and Staging Environments will be used to store documents with a data classification of public to Protected B. Key aspects of the proposed solution are:

- a) The bidder's proposed solution should be based on security industry standard guidelines (e.g. ITSG-33, including Government of Canada Security Control Profile for Cloud and Profile 1 (PB, M, M), ITSG-22, ITSG-38-based GC IT Services, ISO 27001);
- b) Data in the Authoring and Staging Environments must be encrypted in transit and at rest and be isolated (zoned) from other tenants and the production site(s);
- c) All sites must be protected against disclosure, defacement, DDoS attacks, viruses and malware at a minimum;
- d) Access to the Production Environment for the purposes of delivering public web content must be limited to the CDN; and
- e) The requirements listed in Section 3.4.1 General Security.

The above are minimum security requirements. Bidders are welcome to propose solutions that exceed some or all of the above requirements.

### **3.4.1 General Security**

#### **3.4.1.1 Location**

The servers and supporting infrastructure must be contained in facilities where access is granted only to authorised individuals. Due to CDIC's need to draft content which can be classified as up to Protected B, the primary and any secondary/backup datacentre (including web content) for cloud hosting must be physically located within Canada and data residency must remain in Canada at all times.

#### **3.4.1.2 General Policies**

The selected candidate must provide full disclosure of all security issues on shared infrastructure (even if a security incident occurs within another client's space on any infrastructure that may be shared with CDIC) and full disclosure of all incidents which could potentially affect CDIC's web properties. At mutually-agreed upon times, CDIC may engage an auditor to review security at the selected candidate's facilities, including but not limited to, physical security, logical security controls, vulnerability assessment, and penetration testing. The selected candidate will be responsible for addressing any findings from these reviews.



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### **3.4.1.3 Logical Access**

The core access controls for staff from CDIC's and the selected candidate's organisations are logins. There must be clear controls for granting and revoking of user IDs and passwords. At a minimum, all sites must be protected against unauthorised access. In addition, authentication to the Authoring, Staging and Production environments for Web Administration access must be controlled using industry-standard methods such as Identity, Credential and Access Management (ICAM) and two-factor authentication.

In case of possible intrusions or breaches, legitimate access must be suspended while investigations proceed, to avoid tampering with data or log files that might impair analysis. A security breach or suspected security breach must be reported to CDIC within 24 hours.

### **3.4.1.4 Roles**

Roles must allow staff from CDIC to access information using the "least privileges" standard (access restricted to those resources necessary to complete legitimate tasks). CDIC staff must be able to update content through web-based administration tools and SSH based file transfer (or another proposed secure transfer method that is acceptable to CDIC), as agreed with the selected candidate.

These content update operations must be segmented by roles so that CDIC may assign roles to staff allowing for the minimum amount of privileges to perform the updates.

### **3.4.1.5 Data Integrity**

Protection against unauthorised changes is a very high priority for CDIC. CDIC requires detailed log information to be kept in order to expedite problem solving and monitoring. It is critical that the selected candidate maintain on-line copies of all log files for 12 months for review and analysis by authorised CDIC staff.

### **3.4.1.6 Retention**

Data backup of all environments is required. Each environment must be backed up nightly and have a retention period of one month, after which monthly snapshots are taken and retained for one year. The backups may contain sensitive information for short periods of time, and it is therefore important to restrict access to the backup media in the same way as access to website data. All security requirements in section 3.4.1 apply to the data backup environment.

### **3.4.1.7 Network**

Network security must adhere to the principle of least access to ports and only allow those services required to legitimately operate the system. Firewalls shall only allow the minimum number of ports to be open and only allow access to or from portions of the environment which require access. The firewall rules will work in unison with overall network security zoning principles and the firewall rules will be made available to CDIC for review upon request.

### **3.4.1.8 Monitoring**

The selected candidate must provide a monitoring service to gauge the performance and availability of the Production environment, monitor security, and address any issues as they arise. CDIC requires monthly monitoring reports to evaluate environment availability, security and performance statistics. These reports should include standard metrics such as website availability, application availability, speed and bandwidth, or as otherwise agreed with CDIC.

The selected candidate shall promptly inform CDIC of any incident which results in an unplanned outage or security incident of the New Website. In addition, the selected candidate shall provide incident reports to CDIC within 24 hours of any serious incident, which result in an unplanned outage of the New Website, or the activation of the static site (as outlined in section 3.3.3). These incident reports shall include an explanation of the incident and remediation measures.

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### **3.4.1.9 Software Versions and Patches**

All required patches must be applied in a reasonable amount of time, determined by the seriousness of the issue addressed by the patch. Software packages must be maintained and upgraded when security issues are discovered. The selected candidate shall provide their Patch Management guidelines to CDIC for review and approval.

## **4 Deliverables and Project Plan**

The selected candidate will be expected to have all hosting environments, CDN and WCMS configured, for CDIC approval of the Beta Website within 6 months of the contract being awarded. Where optional content migration services are provided by the selected candidate, these are expected to be completed within 2 months of CDIC approval of the Beta Website.

The switch from the CDIC Website to the New Website is expected to be seamless for CDIC employees and public web users.

During the project, the selected candidate shall work collaboratively, cooperatively and in good faith with CDIC and any incumbent providers, to implement its project plan and subsequent deliverables, with the objective of carrying out the transition from the delivery of services by the incumbent provider to the selected candidate and identify all associated deliverables and CDIC-required approvals.

CDIC responsibilities during the project shall include the following:

- At the beginning of the project, and as additionally requested by the selected candidate during such timeframe, the CDIC webmaster will provide the selected candidate with a database export, which shall consist of data records and the database schema if required to populate the Beta Website and WCMS.
- CDIC will conduct user acceptance testing (“UAT”) of the Beta Website built in the proposed WCMS and give final approval.  
Two weeks prior to the New Website launch, CDIC will provide all URLs from the CDIC Website that require re-directs to URLs on the New Website.

## **5 Training and Documentation**

The selected candidate shall deliver a user guide and training for the WCMS.

Timing, content, and agenda of training will be determined with CDIC’s input and approval. Training shall be delivered online and/or by conference call. The training shall include the following deliverables:

- a) WCMS user guide for entire site maintenance; and
- b) Up to two days of training for at least two CDIC resources (including webmaster) on how to use the WCMS.
- c) The selected candidate shall provide training and technical documentation in English to allow for CDIC to manage its day-to-day responsibilities with regard to content and design elements.

From time to time, CDIC may request additional training at its own expense.

## **6 Optional Requirements**

### **6.1 Web Publishing Services**

CDIC may on occasion require additional support. This support may include:

- a) Standard publishing services to the New Website and Dark Site
- b) Webmaster services related to other CDIC responsibilities under the Managed Web Service model, such as minor site design changes and information architecture changes

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## 6.2 Content Migration Services

CDIC may require services to migrate all publicly accessible CDIC Website content to the Beta Website.

## 6.3 Related Services

The selected candidate will provide such other related services as the parties may agree upon from time to time.

### **Schedule “A-1” Acronyms & Glossary**

#### Acronyms

<b>Acronyms</b>	<b>Definition</b>
<b>BCP</b>	Business Continuity Plan
<b>CDN</b>	Content Delivery Network
<b>CSS</b>	Cascading Stylesheets
<b>DEV</b>	Development Environment
<b>DRP</b>	Disaster Recovery Plan
<b>MWS</b>	Managed Web Service
<b>PROD</b>	Production Environment
<b>RFP</b>	Request for Proposal
<b>RPO</b>	Recovery Point Objectives
<b>RSS</b>	Real Simple Syndication
<b>RTO</b>	Recovery Time Objectives
<b>SFTP</b>	Secure File Transfer Protocol
<b>SSH</b>	Secure Shell
<b>SLA</b>	Service Level Agreement
<b>UAT</b>	User Acceptance Testing
<b>VPN</b>	Virtual Private Network
<b>WCAG</b>	Web Content Accessibility Guidelines
<b>WCMS</b>	Web Content Management System
<b>WYSIWYG</b>	What You See Is What You Get

#### Glossary of Terms

<b>Term</b>	<b>Definition</b>
<b>Authoring Environment</b>	Environment for web publishers to prepare draft web content into the web content management system for the first time.
<b>Beta Website</b>	See definition under <b>CDIC Website</b>

Term	Definition
<b>CDIC Website</b>	<p><b>CDIC Website</b> refers to the current bilingual external website of Canada Deposit Insurance Corporation, accessible via its English (cdic.ca) and French (sadc.ca) domains as well as its Dark Site (subdomain) which is occasionally used for crisis messaging.</p> <p><b>Beta Website</b> refers specifically to the configured website (including WCMS) built in the selected candidate's environment and provided to CDIC under the Managed Web Service model for UAT.</p> <p><b>New Website</b> refers to the end-state website – which is the Beta Website, loaded with CDIC web content and design files, having completed UAT and ready to go live.</p>
<b>Critical Publishing Periods</b>	<p>Time periods in which CDIC prepares material for posting on the New Website and Dark Site which is sensitive in nature and requires enhanced service levels and availability.</p> <p>The Managed Web Service must provide extended support during these time periods where speed of publishing is critical and heightened web traffic is expected.</p>
<b>Dark Site</b>	<p>A dedicated website subdomain that exists to host sensitive content that is not publicly accessible during normal circumstances. Internal access shall always be possible for requests from the CDIC network.</p> <p>During periods of heightened communication needs, and at CDIC's request, the Dark Site is made available to the general public via its subdomains.</p> <p>Unless otherwise indicated, the Dark Site and New Website require the same functionality.</p>
<b>Data Availability</b>	<p>Recovery time frames expected when a major event renders the CDIC website unavailable. Defined by the Recovery Point Objective and the Recovery Time Objective.</p>
<b>Disaster Recovery Plan (DRP)</b>	<p>Disaster Recovery plans provide tested evidence of the capabilities of people, processes and technology to support the continuance or timely recovery of the critical IT infrastructure in the event of an incident.</p>
<b>DRP Environment</b>	<p>Operational area available in case of a disaster or other event rendering the standard website unavailable.</p>
<b>Environment</b>	<p>Refers to the physical and virtual hosting infrastructure, networking, access control and associated software of the data centre and CDN.</p>
<b>Managed hosting</b>	<p>Hosting service where the client is not allowed full control over the servers (root access for Linux/administrator access for Windows); however, the client would be allowed to manage its data via FTP or other remote management tools.</p>
<b>Managed Web Service (MWS)</b>	<p>Web hosting model where CDIC is not allowed full control over the servers, network environment or WCMS. This model gives CDIC full control and responsibility for content publishing, editing and control of the site design and information architecture. Additionally, the Managed Web Service provider is responsible for all other aspects of website provision including ongoing software maintenance, upgrades, hosting and security. Software and hardware are not located at CDIC and fully managed by the provider through their data centre and cloud hosting services.</p>
<b>New Website</b>	<p>See definition under CDIC Website</p>

<b>Term</b>	<b>Definition</b>
<b>Normal Publishing Periods</b>	Standard website operations periods, where increased traffic levels are not expected and the Dark Site is neither publicly visible nor its launch expected.
<b>Pre-Approved Expenses</b>	The reasonable out-of-town travel, accommodation and living expenses, including all applicable taxes thereon, that are expected to be incurred by the selected candidate for the purpose of performing the Services and that are approved by CDIC's Designated Officer prior to actually being incurred.
<b>Production Environment</b>	Business Operational area for web solutions & infrastructure, visible to public users. Public users can only see content in this environment.
<b>Protected B</b>	Security categorization used for information or assets that, if compromised, could cause serious injury to an individual, organization or government.
<b>Recovery Point Objectives (RPO)</b>	The target point in time to which data must be restored following an incident.
<b>Recovery Time Objectives (RTO)</b>	The maximum allowable downtime before there would be serious impact to CDIC (in a worst-case scenario). This period covers the time from the onset of the disruption through to the resumption of an acceptable level of operation.
<b>Sandbox Environment</b>	Informal Environment for webmaster testing of CSS, Javascript and design changes.
<b>Scalability</b>	The ability of the MWS and environment to adapt to all changes in traffic and website demand to ensure availability consistent with the Service Level Agreement (SLA)
<b>Service Level Agreement</b>	Official commitment that prevails between a service provider and a client that defines aspects of the service – quality, availability, and responsibilities.
<b>Single Point of Service</b>	A single contact point at the MWS who is knowledgeable and responsible for handling all matters pertaining to the MWS and environment.
<b>Staging Environment</b>	UAT Environment for Web publishers to review, test and validate web content and user experience components and features prior to the actual publishing to the production environment.
<b>Unique Visitor</b>	As with Visits, this is a measure of how well the product is marketed, subject popularity and search engine optimisation. Therefore, as was seen with visits, if the number of visitors is growing, the awareness efforts are gaining loyalty and interest. However, as with visits, the number of visitors does not, as a single measure, indicate how compelling the Web site is to the audience visiting the site.
<b>Visits</b>	This is a measure of subject popularity and awareness, which relates to how well the CIDC Web site is marketed or featured and to its success in search engine optimisation and cross-linkages. If the number of visits is rising, the visibility of the site is increasing. If the number is falling, the opposite is true. However, on its own, this measure does not reflect the quality of the visits, simply the quantity.
<b>WCAG AAA</b>	Widely used guidelines that define how to make Web content more accessible to people with disabilities. AAA refers to a particular level of compliance with WCAG 2.0

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**Schedule "A-2"**  
**Current Website Information**

CDIC currently operates its main Website and its Dark Site that consume the following resources:

**Origin Server:**

- Approximately 501,000 sessions were served by the origin web server in 2017.
- 42,000 average monthly sessions on origin server, with a peak of 61000 per month.
- 1.25 million – total page views in 2017
- 105,000 Average monthly page views

**CDN bandwidth usage** (last 3 months):

- 284GB transferred over the last 3 months.
- 12.3 million hits over the same period with a peak of 8.3 hits per second.
- 2.065 million page views with a peak of 5.6 page views per second.

**Physical Space used by web content files:**

**English:** (493 MB, 3626 files) and **French:** (484MB, 3608 files)

The above numbers refer to the physical size of the /EN and /FR folders within the current production website and may include Sharepoint-generated files which are unrelated to actual content.

**Website Content:**

Total number of PDFs on the production site: 500 English and 500 French

Approximate number of content pages on the production site: 400 English and 400 French

**CDIC's current content management system ("WCMS"):**

Sharepoint 2013

The above information is subject to change without notice.

## Schedule “B”

### **Evaluation and Selection Process**

#### **Selection Method**

Without limitation to Section 11 (CDIC’s Reserved Rights) of the RFP, CDIC may, in its sole and absolute discretion, reject or refuse to consider any proposal if CDIC determines that the information, statements or supporting material in the Technical Offer or the Financial Offer are inconsistent with, or otherwise fail to respond to, any of the requirements of the RFP.

All proposals will be examined in accordance with the following process:

#### **Step 1: Confirmation of Compliance to the Mandatory Requirements**

Technical Offers will be reviewed for compliance with the **Mandatory Requirements** described in Schedule “C” (Technical Offer Requirements and Evaluation) of the RFP to confirm that the information, statements and supporting material in the bidder’s Technical Offer substantiate a compliant response. Subject to CDIC’s reserved rights (including those at Section 11 (CDIC’s Reserved Rights), Mandatory Requirements will be confirmed on a simple pass or fail basis and Technical Offers that do not comply with any Mandatory Requirement will be considered non-compliant and will receive no further consideration.

#### **Step 2: Evaluation of Rated Requirements (400 Points) (weight factor - 50%)**

Technical Offers will be evaluated against the Rated Requirements, as outlined in Schedule “C” (Technical Offer Requirements and Evaluation). Technical Offers will be assigned a score for each rated requirement to establish a Step 2 “**Technical Score**”. The maximum Technical Score is 400 points.

At the end of this Step 2 (Evaluation of Rated Requirements), CDIC will establish a shortlist of the top four (4) bidders that achieve a Technical Score of at least 300 points out of the 400 total points available. Only the bidders meeting this criterion will be eligible to proceed to the next step of the evaluation and selection process.

#### **Step 3: Presentation (100 Points) (weight factor - 30%)**

The four (4) bidders on the shortlist will be required to make a presentation which will be assigned a score for each presentation rated requirement as outlined in Schedule “C-1” (Presentation Requirements and Evaluation) to establish a Step 3 “**Presentation Score**”. This presentation will be scheduled following the Evaluation of Rated Requirements and may take place, at CDIC’s discretion, at the bidder’s premises or at CDIC’s offices in either Toronto, Ontario or Ottawa, Ontario. Any costs incurred by the bidder for preparation and attendance in respect of the presentation to CDIC shall be at the bidder’s expense and not reimbursed by CDIC.

#### **Step 4: Evaluation of Financial Offer (weight factor - 20%)**

Financial Offers will be evaluated and assigned an “**Evaluated Price**” in accordance with Schedule “D”, (Financial Offer Requirements and Evaluation).

#### **Step 5: Selection of Successful Bidder**

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CDIC intends to identify the successful bidder based on the following methodology:

**Weighted Score**

The bidder with the highest Weighted Score (defined below) as determined by combining the bidder's Technical, Presentation and Financial Scores will be recommended for award of an agreement (subject to, and without limitation to, any other provision in this RFP, including but not limited to Section 11 (CDIC's Reserved Rights)).

The following example of Step 5 is for illustration purposes only, any differences between this example and the values set out in this RFP are intentional:

<b>Bidder Technical and Presentation Scores and Evaluated Prices</b>			
	<b>Bidder A</b>	<b>Bidder C</b>	<b>Bidder D</b>
<b>Technical Score</b>	90	91	85
<b>Presentation Score</b>	85	90	92
<b>Evaluated Price</b>	\$675,000	\$750,000	\$650,000*

\* Represents the lowest Evaluated Price

The Financial Score will be calculated by dividing the lowest Evaluated Price among bidders by each bidder's Evaluated Price and multiplying by the specified weighting factor.

The Technical Score will be calculated by dividing each bidder's Technical Score by the highest Technical Score and then multiplying by the specified weighting factor.

The Presentation Score will be calculated by dividing each bidder's Presentation Score by the highest Presentation Score and then multiplying by the specified weighting factor.

The Technical Score, Presentation Score and the Financial Score will then be added and the total will be deemed the highest "**Weighted Score**".

The example below illustrates how the highest Weighted Score will be calculated. Each bidder's Technical Score is divided by the highest Technical Score and then multiplied by fifty (50). The Presentation Score is divided by the highest Presentation Score and then multiplied by thirty (30). The Financial Score is determined by dividing the lowest Evaluated Price by each bidder's Evaluated Price and multiplying by twenty (20). The three resulting scores are then added together and the total is the highest Weighted Score.

<b>Highest Weighted Score Highest Combined Rating Technical Score fifty percent (50%), Presentation Score thirty percent (30%) and Financial Score twenty percent (20%)</b>				
	<b>Technical Score</b>	<b>Presentation Score</b>	<b>Financial Score</b>	<b>Best Value</b>
<b>Bidder A</b>	$90/91 \times 50 = 49.45$	$85/92 \times 30 = 27.72$	$\$650,000/\$675,000 \times 20 = 19.26$	$49.45 + 27.72 + 19.26 = 96.43$
<b>Bidder C</b>	$91/91 \times 50 = 50.00$	$90/92 \times 30 = 29.35$	$\$650,000/\$750,000 \times 20 = 17.33$	$50.00 + 29.35 + 17.33 = 96.68$
<b>Bidder D</b>	$85/91 \times 50 = 46.70$	$92/92 \times 30 = 30$	$\$650,000/\$650,000 \times 20 = 20$	$46.70 + 30 + 20 = 96.70$

In this example Bidder D would be the successful bidder. This example is for illustrative purposes only, any differences between this example and the values set out in this RFP are intentional.



**Schedule "C"**

**Technical Offer Requirements and Evaluation**

**Mandatory Requirements**

A Mandatory Requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation.

Proponents must supply a response of "MET" or "NOT MET" for each mandatory requirement in this RFP and should also substantiate compliance with a statement or reference to attached documentation.

Ensure that all supporting comments or documents are clearly referenced as these will be used to validate compliancy.

Mandatory Requirements		
M1	The bidder must have provided or must be providing to a customer within the past two years a Managed Web Service similar in scope to that outlined in Schedule "A" – Statement of Work. To demonstrate this, the bidder must provide detail within its Technical Offer illustrating how it meets this requirement.  Have you met this requirement?	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET
M2	The bidder must be able to provide email, telephone, and/or web-based support, with 24/7 availability in cases of priority emergencies or publishing to the New Website. To demonstrate this, the bidder must provide detail within its Technical Offer showing how it meets this requirement.  Have you met this requirement?	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET
M3	The bidder must be capable of enabling and managing a Content Delivery Network capable of caching static and dynamic content to offset load to the origin web server and provide the capability to deliver content globally at all times regardless of the quantity of traffic.  Have you met this requirement?	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET
M4	The proposed solution must use responsive design for mobile.  Have you met this requirement?	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET

M5	<p>The bidder must be capable of meeting the uptime levels referenced in Section 3.3.1 of Schedule “A” – Statement of Work.</p> <p>Have you met this requirement?</p>	<p>_____MET</p> <p>_____NOT MET</p>
M6	<p>The bidder must be capable of offering a solution that manages the CDIC requirement for creating and managing multiple iterations of page and site content in the Authoring Environment, as described in Section 3.2.13 of Schedule “A” – Statement of Work.</p> <p>Have you met this requirement?</p>	<p>_____MET</p> <p>_____NOT MET</p>
M7	<p>The bidder must clearly demonstrate that the proposed solution permits the secure storage of documents with a data classification of public to Protected B within the Authoring and Staging Environments. Bidders must include a detailed description of how the proposed solution addresses the following key aspects listed in section 3.4 of Appendix A:</p> <p>a) Data in the Authoring and Staging Environments must be encrypted in transit and at rest and be isolated (zoned) from other tenants and the production site(s);</p> <p>b) All sites must be protected against disclosure, defacement, DDoS attacks, viruses and malware at a minimum;</p> <p>c) Access to the Production Environment for the purposes of delivering public web content must be limited to the CDN; and</p> <p>d) The requirements listed in Section 3.4.1 General Security.</p> <p>Have you met this requirement?</p>	<p>_____MET</p> <p>_____NOT MET</p>

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### **Rated Requirements**

The Technical Score for each Rated Requirement will be the Percentage Score multiplied by the Maximum Points.

#### **Rated Requirement Scoring Table:**

<b>Rating</b>	<b>Description</b>	<b>Percentage Score</b>
Exceptional	Exceeds all the requirements of the criteria in superlative and beneficial ways	100%
Good	Fully meets all requirements of the criteria	85%
Average	Addresses some but not all of the requirements of the criteria but is lacking in only non-critical areas	75%
Poor	Addresses some, but not all of the requirements of the criteria and is lacking in critical areas	50%
Unsatisfactory	Does not address the requirements	0

<b>Bidder's Experience &amp; Approach</b>		
<b>Criteria</b>	<b>Sub-criteria: Required Information from the bidder</b>	<b>Maximum Points</b>
R1 Bidder's Experience – WCMS & Managed Web Service	<p>1. The bidder should provide its number of years of experience in providing Managed Web Services similar to those described in Schedule "A" – Statement of Work. (Points will be awarded as follows: 10+ years = 10 points, 7-9 years = 8 points, 4-6 years = 6 points, 3-4 years = 4 points, 0-3 years = 1 point per year)</p> <p>2. The bidder should demonstrate its experience providing Managed Web Services and WCMS development services by describing up to two reference projects for work that is relevant to and similar in scope to CDIC's requirement, and has been performed within the <u>last three years</u>.</p> <p>At least one of the reference projects should be for the bilingual or multilingual government site implementation within the <u>last three years</u>.</p> <p>This requirement will be evaluated based on the following criteria:</p> <ol style="list-style-type: none"> <li>i. The reference project description shows an understanding of the client's needs and project goals. (maximum 2 points per reference project)</li> <li>ii. The bidder demonstrates that a successful process was in place throughout the reference project. (maximum 2 points per reference project)</li> <li>iii. The bidder describes any issues that arose during the execution of the project and how they were addressed. (maximum 2 points per reference project)</li> <li>iv. The WCMS was successfully installed and customized in accordance with the requirements of the client. (maximum 2 points per reference project)</li> <li>v. The reference project demonstrates a similarity of scope to CDIC's needs, as described in Schedule "A" – Statement of Work. (maximum 2 points per reference project)</li> </ol> <p>In addition, while no points will be awarded for this information, the bidder should provide for each of the reference projects, at a minimum, the following:</p> <ol style="list-style-type: none"> <li>i. client name and a brief description of the client organization;</li> <li>ii. client reference contact information (including name of contact, title of contact, email address and telephone number) to whom the bidder reported; and</li> <li>iii. the duration of the contract.</li> </ol> <p>By providing such references, the bidder is deemed to consent to CDIC contacting those references for the purpose of validating the information provided.</p>	30 points

<p>R2 Bidder's Experience – Website Hosting</p>	<p>1. The bidder should provide its number of years of experience delivering website hosting and CDN services; (Points will be awarded as follows: 10+ years = 5 points, 7-9 years = 3 points, 4-6 years = 2 points, 0-3 years = ½ point per year)</p> <p>2. The bidder should demonstrate its experience providing website hosting services by describing up to <u>two</u> reference projects for work that is relevant to and similar in scope and nature to CDIC's requirement, performed within the <u>last three years</u>.</p> <p>Some or all of the bidder's reference projects for this R2 may be the same as those referenced in R1 (Bidder's Experience – Website and WCMS Development Services).</p> <p>This requirement will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> <li>i. The reference project description shows an understanding of the client's needs and project goals. (maximum 2 points per reference project)</li> <li>ii. The reference project description demonstrates that the project is relevant to CDIC's need for web hosting and Content Delivery Network, as described in Schedule "A" – Statement of Work (maximum 8 points per reference project.)</li> </ul> <p>In addition, while no points will be awarded for this information, the bidder should provide for each of the reference projects, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>i. client name and a brief description of the client organization;</li> <li>ii. client reference contact information (including name of contact, title of contact, email address and telephone number) to whom the bidder reported; and</li> <li>iii. the duration of the contract.</li> </ul> <p>By providing such references, the bidder is deemed to consent to CDIC contacting those references for the purpose of validating the information provided.</p>	<p>25 points</p>
<p>R3 Approach and Methodology to Project Management</p>	<p>The bidder should provide a workflow diagram and high-level project plan showing how it will meet CDIC's requirements and deliverables outlined in <u>Schedule "A" -Statement of Work</u>, including but not limited to its proposed timeline and project milestones. (maximum 5 points)</p> <p>The bidder should provide a detailed description of its proposed processes for developing and implementing the Website and WCMS.</p> <p>The bidder's response should address and will be evaluated based on the degree to which it addresses and meets CDIC's requirements as described in Schedule "A" – Statement of Work in each of the following categories:</p> <ul style="list-style-type: none"> <li>i. business requirements gathering (maximum 2 points);</li> </ul>	<p>15 points</p>

	<ul style="list-style-type: none"> <li>ii. configuration of WCMS to meet CDIC business needs (maximum 2 points);</li> <li>iii. configuration of WCMS to meet CDIC branding requirements (maximum 2 points);</li> <li>iv. quality control (maximum 2 points); and</li> <li>v. launch and implementation process (maximum 2 points).</li> </ul>	
R4 Managed Web Service Customer Support	<p>The bidder should provide a detailed description of its customer service and problem-solving capabilities as it relates to the requirements outlined in <u>Schedule "A" – Statement of Work</u>, including:</p> <ul style="list-style-type: none"> <li>i. ability to handle inquiries and detail steps the bidder would follow in the handling and resolution of issues (maximum 6 points);</li> <li>ii. process for recognition/identification of problems and resolution (maximum 6 points);</li> <li>iii. process for monitoring and implementing WCMS updates on a timely basis (maximum 6 points);</li> <li>iv. process for monitoring issues with the website and WCMS and responding on a timely basis (maximum 6 points); and</li> <li>v. process for handling change requests for the website and WCMS (maximum 6 points).</li> </ul>	30 points

<b>WCMS General Requirements</b>		
Criteria	Requirement: Information Required from the bidder	Maximum Points
R5 WCMS Recommendation	<ul style="list-style-type: none"> <li>1. What is your proposed WCMS solution for CDIC?</li> <li>2. The bidder should describe why its proposed WCMS represents a best fit for CDIC in terms of cost, ease of use, scalability, and current utilization within the broader Canadian federal government including Crown Corporations (to ensure access to skilled WCMS users). (maximum 20 points)</li> <li>3. The bidder should describe how its proposed WCMS reduces the risk of vendor lock-in. (maximum 10 points)</li> </ul>	30 points
R6 Multiple Content Drafts	<p>The bidder should describe how their proposed solution meets CDIC's requirement for the preparation and management of multiple iterations of site / page content in the Authoring Environment for the Website, as outlined in Section 3.2.13 of Schedule "A" – Statement of Work</p> <p>This requirement will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> <li>i. The degree to which the proposed solution addresses CDIC's requirements as set out in Section 3.2.13 of Schedule "A" - Statement of Work (maximum 15 points);</li> <li>ii. The speed at which the bidder's proposed solution can allow</li> </ul>	50 points

	<p>CDIC to create, manage and publish from multiple iterations (maximum 10 points);</p> <p>iii. The degree to which the bidder's proposed solution does not require extensive customization to the WCMS (core feature, plugin, custom coding) (maximum 15 points);</p> <p>iv. The degree to which the proposed solution can be operated by available CDIC non-technical staff (maximum 10 points).</p>	
R7 Business Process for Dark Site	<p>The bidder should describe and explain its recommended solution for allowing CDIC to publish to and make available its Dark Site.</p> <p>The bidder should address:</p> <p>i. keeping Dark Site and authoring content hidden from the public when not in use (maximum 10 points);</p> <p>ii. steps and typical timelines involved in posting 5 pages of content sourced from MS word documents to the dark site (maximum 10 points); and</p> <p>iii. the process and typical timelines involved in making the Dark Site accessible to the public, when required by CDIC (maximum 10 points).</p>	30 points

**Website Requirements**

Criteria	Requirement: Information Required from the bidder	Maximum Points
R8 General Website Requirements	<p>Describe how your proposed solution meets the Website Requirements, as outlined in Section 2 of Schedule "A" – Statement of Work.</p> <p>The bidder should specifically address the following requirements:</p> <p>i. Scalability (maximum 3 points);</p> <p>ii. Accessibility &amp; Usability (maximum 3 points);</p> <p>iii. Bilingual capabilities (maximum 3 points);</p> <p>iv. Mobile Friendly (maximum 3 points); and</p> <p>v. Visual Identity (maximum 3 points).</p>	15 points

**WCMS Technical & Functional Requirements**

Criteria	Requirement: Information Required from the bidder	Maximum Points
R9 WCMS Technical Requirements	<p>Describe how your proposed overall solution meets the WCMS Technical Requirements, as outlined in Section 3.1 of Schedule "A" – Statement of Work (maximum 10 points).</p> <p>The bidder should also address in its response how its proposed WCMS meets the following technical requirements:</p>	30 points

	<ul style="list-style-type: none"> <li>i. A separation of design, content and application (database, WCMS coding, server) layers (maximum 4 points);</li> <li>ii. a site design that is controllable through the use of site-wide CSS (maximum 4 points);</li> <li>iii. HTML5 / XHTML-strict code (maximum 4 points);</li> <li>iv. An intuitive system that allows non-technical users to both publish and draft content (maximum 4 points); and</li> <li>v. Ability to add modular functionality on top of the core WCMS functionality, without amending the codebase of the core WCMS (maximum 4 points).</li> </ul>	
R10 WCMS Functional Requirements	<p>Describe how your proposed solution meets the following Functional Requirements, as outlined in Section 3.2 of Schedule "A" – Statement of Work.</p> <ul style="list-style-type: none"> <li>a) Remote Access (maximum 3 points);</li> <li>b) Custom Scripting (maximum 3 points);</li> <li>c) HTML5 Support (maximum 3 points);</li> <li>d) Roles (maximum 2 points);</li> <li>e) WYSIWYG Editor (maximum 3 points);</li> <li>f) Automated Lists (maximum 2 points);</li> <li>g) Syndicated Feeds (maximum 2 points);</li> <li>h) Site Search (maximum 3 points);</li> <li>i) Rich Media (maximum 3 points);</li> <li>j) Print Friendly View (maximum 2 points);</li> <li>k) Analytics (maximum 2 points); and</li> <li>l) Password Protected Files &amp; Pages (maximum 2 points).</li> </ul>	30 points
R11 WCMS Advanced Functional Requirements	<p>Describe how your proposed solution meets the following specific Functional Requirements, as outlined in Section 3.2 of Schedule "A" – Statement of Work:</p> <ul style="list-style-type: none"> <li>a) Version Control (maximum 10 points)</li> <li>b) Backup &amp; Restore Functionality (maximum 10 points)</li> <li>c) Promotion of Content to Production (maximum 10 points)</li> </ul>	30 points

<b>Hosting &amp; Environment Requirements</b>		
Criteria	Requirement: Information Required from the bidder	Maximum Points
R12 Website Hosting & Environment Requirements	<ol style="list-style-type: none"> <li>1. The bidder should provide a detailed description of the proposed authoring, staging and production environments for the New Website (including the Dark Site). The bidder's description should be technical in nature (hardware, software, load balancing, etc.) (maximum 15 points).</li> <li>2. The bidder should provide a detailed description of its proposed process for the transition of content from authoring to staging and production environments, including expectations of CDIC staff in this process (maximum 15 points).</li> <li>3. The bidder should describe how their proposed solution</li> </ol>	45 points



	<p>addresses the Security Requirements in Section 3.4 of Schedule “A”, including the General Security requirements in Section 3.4.1. The description should include physical security of the proposed data center, technical details on network and server security and processes and controls in place to prevent unauthorized access and protect against cyber security threats. The description should also demonstrate that the proposed solution is based on security industry standard guidelines (for example ITSG-33, including Government of Canada Security Control Profile for Cloud and Profile 1 (PB, M, M), ITSG-22, ITSG-38, ISO 27001) and that the information will be secured. This may include any recent Threat and Risk Assessment results, security audit results as well as any granted designated organization screening (DOS), document safeguarding capability (DSC) for proposed facilities or any other security certifications it may hold. The bidder should indicate whether they are working towards getting a DOS and DSC and if so where they are in the process. (maximum 15 points).</p>	
<p>R13 Service Level Agreement – Website Hosting Services</p>	<p>The bidder should provide a copy of its proposed SLA for website hosting services and should demonstrate how its proposed SLA meets or exceeds CDIC’s requirements as outlined in <u>Schedule “A” – Statement of Work (maximum 15 points)</u>.</p> <p>The bidder should provide a detailed description of its following processes as it relates to its SLA, for the following:</p> <ul style="list-style-type: none"> <li>i. managing and tracking issues, implementing corrective actions, issue escalation, and reporting metrics and Service Level Agreement performance (maximum 5 points);</li> <li>ii. managing maintenance and security patches or updates to web hosting infrastructure and associated software (maximum 5 points);</li> <li>iii. monitoring the health and state of the bidder’s infrastructure and associated software to support and maintain the website and WCMS, and reporting to CDIC (maximum 5 points);</li> <li>iv. performing daily incremental, weekly and monthly back- ups, retention policies (maximum 5 points); and</li> <li>v. website restoration (maximum 5 points).</li> </ul>	<p>40 points</p>
<p>TECHNICAL SCORE:</p>		<p>Maximum 400 points</p>

**Schedule “C-1”**

**Presentation Requirements and Evaluation**

A short list of bidders (described in Step 2 of Schedule B) will be invited to make a one (1) hour presentation. This presentation will be scheduled following the Evaluation of Rated Requirements (described in Step 2 of Schedule B) and may take place, at CDIC’s discretion, at the bidder’s premises or at CDIC’s offices in either Ottawa, Ontario or Toronto, Ontario.

Bidders invited to the presentation will have already established that they meet the technical requirements of the RFP. The presentation is intended to evaluate the bidder’s operational approach to managing the Managed Web Service and working with the client.

The presentation will be evaluated as follows:

Criteria	Requirement: Information Required from the bidder	Maximum Points
P1 Understanding of CDIC & Working Relationship	<p>The bidder should demonstrate a clear understanding of CDIC’s objectives and challenges as they pertain to this project (maximum 5 points).</p> <p>The bidder should describe the steps it takes to ensure a good working relationship with clients, its communications approach, and how it would handle issues that may arise (maximum 5 points).</p>	10 points
P2 Website and WCMS using Managed Web Service model and meets accessibility guidelines.	<p>The bidder should present one reference project for the development of a website using its recommended WCMS, comparable in scope and business needs to CDIC, and completed within the last two years.</p> <p>The bidder should demonstrate:</p> <ul style="list-style-type: none"> <li>(i) how the Managed Web Service operates with this client including roles and responsibilities of vendor and client (maximum 5 points);</li> <li>(ii) how this WCMS implementation has improved since its initial implementation (maximum 5 points); and</li> <li>(iii) how the website supports accessibility and functional requirements (maximum 5 points).</li> </ul>	15 points

<p>P3 Web Content Management System – Main Site</p>	<p>The bidder should demonstrate, using its WCMS in a live setting, how its proposed WCMS provides the following functionalities:</p> <ul style="list-style-type: none"> <li>(i) how a single piece of content, in both English and French, would be published to the CDIC website from a source MS Word document (maximum 8 points);</li> <li>(ii) the options for modifying the placement of a web page within the website (maximum 5 points); and</li> <li>(iii) the options for changing the general layout of the page from preloaded WCMS page layouts or templates (maximum 7 points).</li> </ul>	<p>20 points</p>
<p>P4 Web Content Management System – Dark Site</p>	<p>The bidder should explain and demonstrate how several iterations of site content (3 iterations each containing 6 pages) would be drafted in the Dark Site using the WCMS and the process for making this Dark Site publicly available, when requested by CDIC.</p> <p>CDIC will be assessing:</p> <ul style="list-style-type: none"> <li>(i) Number of steps in process (maximum 5 points);</li> <li>(ii) Built-in safeguards to reduce the risk of posting an incorrect iteration of content pages (maximum 5 points);</li> <li>(iii) User-friendliness of the proposed process (maximum 5 points); and</li> <li>(iv) Number of CDIC staff required to draft and manage the iterations (maximum 5 points).</li> </ul>	<p>20 points</p>
<p>P5 Scenario-Based Questions</p>	<ol style="list-style-type: none"> <li>1. CDIC’s site has suffered a non-recoverable failure and, as such, the website is not available. Explain what steps you would take to recover the Website (maximum 10 points).</li> <li>2. A security vulnerability has been identified within your hosting environment or WCMS. Explain the steps which you would take and how you would mitigate the risk to CDIC of its site being unavailable (maximum 10 points).</li> </ol>	<p>20 points</p>
<p>P6 Website Hosting and Environment Requirements</p>	<p>The bidder should explain and demonstrate:</p> <ol style="list-style-type: none"> <li>1. How the proposed authoring, staging and production environments for the New Website (including the Dark Site) will be designed. The bidder’s description should be technical in nature (hardware, software, load balancing, etc.) (maximum 5 points).</li> <li>2. How the environments will be secured. The description should include physical security of the proposed data center, as well as technical details on network and server security as well as processes and controls to prevent unauthorized access and protect against cyber security threats (maximum 10 points).</li> </ol>	<p>15 points</p>

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	Presentation Score	100 points
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**Schedule "D"**

**Financial Offer Requirements and Evaluation**

**1. Financial Offer Requirements**

- 1.1 Financial Offers should be accompanied by Schedule "E" Form "E-2" (Offer of Goods and Services) properly completed.
- 1.2 The bidder must submit Financial Offers in Canadian dollars and exclusive of Canadian Goods and Services Tax (GST), Harmonized Sales Tax (HST), and/or provincial sales taxes (PST), as applicable.
- 1.3 The Bidder must submit firm, fixed all-inclusive rates for each item outlined in Section 4 (Pricing Tables) for the first three years of the Initial Term

Rates shall include all labour, materials, photocopies, telephone charges, overhead, profit and all other fees, expenses and costs associated with providing the work outlined in Schedule "A" -Statement of Work, unless expressly excluded by CDIC in Section 4 (Pricing Tables) of this Schedule "D" and excluding any applicable Pre-Approved Expenses.

**2. Commercially Reasonable Rates**

- 2.1 Without limitation to Section 11 (CDIC's Reserved Rights) of the RFP, where a Bidder submits rates that are considered to be, in CDIC's sole and absolute discretion, commercially unreasonable, CDIC may deem the rates non-compliant and reject the Financial Offer.

**3. Non-Resident Bidders**

- 3.1 Any bidder who is a non-resident of Canada for tax purposes shall clearly state this fact in its Financial Offer; otherwise, bidder shall be deemed to have represented that it is a resident of Canada for tax purposes.

**4. Mathematical Errors**

In assessing Financial Offers, subject to Section 11 (CDIC's Reserved Rights) of the RFP:

- 4.1 if there are errors in the mathematical extension of unit prices, the unit prices prevail and the mathematical extension is adjusted accordingly;
- 4.2 if there are errors in the addition of lump sum prices or unit price extensions, the total may be corrected and the correct amount reflected in the total Evaluated Price without rejecting the Financial Offer; and
- 4.3 any bidder affected by mathematical errors identified by CDIC may be contacted for clarification.

## 5. Pricing Tables

### 5.1 - Table A - Initial Term

	A	B	C	D
No.	Description	Period	Breakdown of Costs	Firm, Fixed, Price CAD
1.	<b>Initial Development Activities:</b>  Inclusive of: Environment setup, Beta Website and WCMS development, installation, configuration, professional services as described in Schedule "A" – Statement of Work.	N/A	N/A	Total Cost of the Initial Development Activities as described in Schedule "A" – Statement of Work  \$ _____
2.	Ongoing Support and Maintenance of the WCMS and Website as described in Schedule "A" – Statement of Work	Year 1	\$ ____/month	Annual Cost \$ _____
Year 2		\$ ____/month	Annual Cost \$ _____	
Year 3		\$ ____/month	Annual Cost \$ _____	
3.	Licensing for WCMS (if applicable)	Year 1	\$ ____/month	Annual Cost \$ _____
Year 2		\$ ____/month	Annual Cost \$ _____	
Year 3		\$ ____/month	Annual Cost \$ _____	
4.	Website Hosting Services / Environment Management  Includes support and maintenance of hosting, backups, security interventions and patching as described in Schedule "A" – Statement of Work.	Year 1	\$ ____/month	Annual Cost \$ _____
Year 2		\$ ____/month	Annual Cost \$ _____	
Year 3		\$ ____/month	Annual Cost \$ _____	

5.	Training - CMS Includes: one session for a minimum of two CDIC resources for up to two days and provision of WCMS user guide as described in Schedule "A" – Statement of Work.	N/A		Total Cost of Training \$ _____
Bid Price is to include all labour, materials, packaging, photocopies, telephone charges, travel and living expenses, overhead, profit, duties, levies, taxes (other than sales taxes as set out herein), impositions imposed by Canadian law or a non-Canadian jurisdiction and all other fees and costs associated with providing the Goods and/or Services outlined in the RFP. Except for Goods and Services Tax (GST), Harmonized Sales tax (HST) and/or Provincial Sales Tax (PST) where applicable.				<b>Evaluated Price Sum of Column D Table A</b> \$ _____

In addition to Table A above, the bidder is asked to complete the pricing tables below for Optional Services. Rates will be the maximum rates charged to CDIC for the Initial Term.

5.2 - Table B – Additional Bandwidth beyond that included in 5.1 Table A

Item below shall not form part of the Evaluated Price but shall be the maximum all-inclusive rate for the Initial Term of any resulting Contract.		
No.	Description	Initial Term All pricing Canadian \$
1.	Additional Bandwidth: 100 gigabytes	\$ _____/monthly fee

5.3 - Table C – Professional Services

Items below shall not form part of the Evaluated Price but shall be the maximum all-inclusive rate for the Initial Term of any resulting Contract.		
No.	Description	Initial Term All pricing Canadian \$
1.	Migration of existing public CDIC web content into beta website	\$ _____ total cost
2.	Backup webmaster and publishing services on behalf of CDIC	\$ _____/hour

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3.	Design services for WCMS theme or enhancements to the existing site design.	\$_____/hour
4.	Bidder to insert additional lines as required for all categories of professional services the bidder proposes for Optional Services, in addition to those identified in this table.	\$_____/hour

**Evaluated Price**

For evaluation purposes, the Evaluated Price shall be the sum of the Firm, Fixed Prices for all years in the Initial Term, as outlined in Table A – Initial Term.



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**Schedule "E"**

**Required Forms**

Form E-1 – Technical Offer

Form E-2 – Financial Offer

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**Form "E-1"**

**Technical Offer**

(To be attached to the Technical Offer)

**TECHNICAL OFFER**

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**SERVICES:** **MANAGED WEB SERVICE**

The undersigned bidder (hereinafter referred to as the "**Bidder**") declares:

- (i) It has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the Agreement if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*; and
- (ii) It has not been convicted of an offence under section 121, 124 or 418 of the *Criminal Code* other than an offence for which a pardon has been granted.

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.**

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**Form "E-2"**

**Financial Offer**

(to be attached to the Financial Offer)

**FINANCIAL OFFER**

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**SERVICES:** **MANAGED WEB SERVICE**

The undersigned bidder (hereinafter referred to as the "**Bidder**") hereby offers to perform and complete the work at the place, in the manner set out in accordance with the documents specified in the RFP and any additional documents or information submitted as part of its Technical 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.**

**Schedule "F"**

**NOTE TO BIDDERS: Bidders may submit their standard form of agreement for review by CDIC. The bidder's standard form of agreement will not be evaluated or awarded points (save and except for the bidder's form of SLA which will be evaluated and scored as described in Rated requirement R13 in Schedule C). CDIC will consider the selected candidate's form of agreement as a basis for negotiation of a final form of agreement for the required services.**

**Attached is CDIC's template form of Professional Services Agreement (PSA). Within the PSA are highlighted provisions that cover issues that CDIC will require be addressed in the final form of agreement.**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made as of the <\*> day of <\*>, 20XX,

**BETWEEN:**

**CANADA DEPOSIT INSURANCE CORPORATION,**  
a corporation established by an Act of Parliament  
(**"CDIC"**)

**AND:**

**[insert name of corporation or partnership],**  
a corporation existing under the laws of <\*>  
**or**  
a (**limited liability**) partnership established pursuant to the laws of <\*>  
(**"Consultant"**).

**BACKGROUND**

- A. CDIC has selected the Consultant to provide the Services set out in Appendix A to this Agreement.
- B. The Consultant is qualified to provide the Services and agrees to provide the Services in accordance with the terms and conditions of this Agreement.

**IN CONSIDERATION** of the Background, the mutual covenants set out herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

**1.1 Definitions.** Whenever used in this Agreement, the following words and terms shall have the meanings set out below:

**"Acceptance", "Accepts", "Accepted" or "Acceptable"** means the confirmation in writing by the Designated Officer that CDIC is satisfied with the quality of the Services provided;

**"Agreement"** means this Professional Services Agreement and includes the appendices and any schedules attached hereto, as such may be amended from time to time by written agreement of the Parties hereto;

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**“Assigned Person”** means any person employed or engaged by the Consultant who is (i) assigned by the Consultant to perform the Services and is listed in Appendix A, or (ii) who is assigned by the Consultant to perform the Services as an alternate, pursuant to Section 6.5;

**“Business Day”** means a day, other than a Saturday, Sunday or a statutory or civic holiday in the City of Ottawa, Province of Ontario;

**“Claim”** means any claim, demand, action, assessment or reassessment, suit, cause of action, damage, loss, charge, judgment, debt, costs, liability or expense, including taxes, interest and penalties imposed by law and the reasonable professional fees and all costs incurred in investigating or pursuing, defending or settling any of the foregoing or any proceeding relating to any of the foregoing;

**“Commencement Date”** means the date set out in Appendix A on which the Consultant shall begin to provide the Services;

**“Completion Date”** means the date set out in Appendix A on which the Consultant shall cease to provide the Services;

**“Confidential Information”** has the meaning attributed thereto in Appendix B;

**“Designated Officer”** means the individual set out in Appendix A who represents CDIC, or such other person as may be designated by CDIC from time to time;

**“Disbursements”** mean the reasonable fees, expenses, costs or charges, from other parties that are incurred by the Consultant for the purpose of performing the Services including all applicable taxes thereon, but do not include Pre-approved Expenses;

**“Effective Date”** means the date of this Agreement, as first set out above in the caption to this Agreement;

**“Fee”** or **“Fees”** means an amount agreed to be paid to the Consultant for the provision of any part of the Services as set out in Appendix A;

**“GST/HST/PST”** means all taxes exigible under Part IX of the *Excise Tax Act*;

**“Information”** means all information provided to the Consultant and any Assigned Person, regardless of form or medium, whether reproducible or not, and includes any facts, data, hypotheses, analyses, projections, assumptions, or opinions;

**“Intellectual Property Rights”** means any rights provided under: (i) patent law; (ii) copyright law (including moral rights); (iii) trade-mark law; (iv) design patent or industrial design law; (v) semi-conductor chip or mask work law; or (vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either hardware, software, documentation, Confidential Information, ideas, formulae, algorithms, concepts, inventions, processes or know-how generally, or the expression or use of such hardware, software, documentation, Confidential Information, ideas, formulae, algorithms, concepts, inventions, processes or know-how; or any rights provided under any applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing;

**“Non-Compliant Jurisdiction”** means any jurisdiction whose laws conflict with or impede the application of the *Privacy Act* and the *Personal Information Protection and Electronic Documents Act*, either expressly or through subsequent application. This includes the United States of America;

**“Parties”** means CDIC and the Consultant, and **“Party”** means either one of them;

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“**person**” includes an individual, a corporation, a general or limited partnership, a joint venture, a trust, an unincorporated organization, the Crown or a federal, provincial, national, state or municipal government or any agency or instrumentality of the Crown or a government or any entity recognized by law;

“**Personal Information**” means Information about an identifiable individual;

“**Pre-approved Expenses**” mean the reasonable out-of-town travel, accommodation and living expenses, including all applicable taxes thereon, that are expected to be incurred by the Consultant for the purpose of performing the Services and that are approved by CDIC’s Designated Officer prior to actually being incurred;

“**Services**” means the tasks or activities required to be performed by the Consultant as set out in Appendix A and any services ancillary thereto;

“**Total Fee**” means the total amount payable to the Consultant for the provision of the Services as set out in Appendix A; and

“**Work Product**” means all materials, inventions and other deliverables that the Consultant may develop for CDIC in the course of providing the Services, whether alone or jointly with others, including all research, reports, correspondence, memoranda, notes, source code, object code, executable code, technical documentation, user documentation, custom software and all information generated by the Consultant specifically for CDIC in any reproducible medium in connection with the provision of the Services.

## 1.2 **Certain Rules of Interpretation.** In this Agreement,

- (a) **Time** - time is of the essence hereof;
- (b) **Currency** - unless otherwise specified, all references to monetary amounts in this Agreement are to lawful currency of Canada;
- (c) **Headings** - descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections and as such, shall not affect the construction or interpretation of this Agreement;
- (d) **Singular, etc.** - words expressed in the singular include the plural and vice-versa and words in one gender include all genders;
- (e) **Consent** - whenever a provision of this Agreement requires an approval or consent by a Party to this Agreement and notification of such approval or consent is not delivered within the applicable time, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent;
- (f) **Calculation of Time** - unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends;
- (g) **Business Day** - whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day;
- (h) **Inclusion** - where the words “including” or “includes” appear in this Agreement, they mean “including without limitation” or “includes without limitation” respectively;
- (i) **References** - the words “herein”, “hereof”, “hereby” and “hereunder” and similar expressions refer to this Agreement as a whole and not to any particular portion of it and references to an Article, Section or subsection refer to the applicable Article, Section or subsection of this Agreement; and

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- (j) **No Strict Construction** – the language used in this Agreement is the language chosen to express the mutual intent of the Parties, and no rule of strict construction will be applied against either of the Parties.

**1.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The rights and obligations under this Agreement shall not be governed by the *United Nations Convention on Contracts for the International Sale of Goods* or any local implementing legislation, the application of which is expressly excluded.

**1.4 Appendices.** The appendices to this Agreement listed below include additional terms which form part of this Agreement:

<u>Appendix</u>	<u>Description</u>
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- |         |   |
|---------|---|
| A ..... | Services and Fees   |
| B ..... | Confidentiality, Privacy, Conflict of Interest and Security |

## ARTICLE 2 AGREEMENT FOR SERVICE

- 2.1** The Consultant is hereby engaged by CDIC as an independent contractor on a non-exclusive basis for the sole purpose of undertaking and delivering the Services set out in Appendix A and any applicable Work Product for the term set out therein, and in accordance with this Agreement.
- 2.2** Subject to the conflict of interest provisions contained in Appendix B, CDIC acknowledges that, during the term of this Agreement, the Consultant and any Assigned Person may provide services to other persons (including member institutions of CDIC or any parent or subsidiary corporations or affiliates thereof).
- 2.3** The Consultant is responsible for the delivery of all filings required in relation to, and the payment of: all taxes, levies, premiums or payments assessed, levied or charged against the Consultant, including any GST/HST/PST, income tax, local tax, workplace safety and insurance premiums, Canada Pension Plan or Quebec Pension Plan premiums, Employment Insurance premiums and Ontario Health Insurance Plan premiums or levies or other contributions as required by all laws applicable to the Consultant or to any Assigned Person (all collectively, the “**filings and deductions**”). In addition to any other indemnifications contained in this Agreement, the Consultant agrees to indemnify and save harmless CDIC, its employees, agents, officers and directors from any Claims arising as a result of or in relation to:
  - (a) the Consultant’s failure, omission or refusal to deliver or remit any filings and deductions to the appropriate federal, provincial or municipal government entity, agency or collecting body, as required by law; or,
  - (b) a determination by any federal, provincial or municipal government entity, agency or collecting body that (notwithstanding the express and mutual intention of the Parties,) the relationship between CDIC and any of the Consultant or any Assigned Person, is not an independent contractor relationship.

## ARTICLE 3 LIMITATION OF AUTHORITY

- 3.1** The Consultant shall have no authority to enter into any contract, commitment or obligation of any kind whatsoever on behalf of CDIC unless the Consultant receives prior written authorization from CDIC.

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- 3.2 Neither the Consultant nor any Assigned Person shall, at any time, be deemed to be an employee, servant or agent of CDIC or of Her Majesty in Right of Canada, for any purpose whatsoever.

**ARTICLE 4  
CONFIDENTIALITY AND CONFLICT OF INTEREST  
AND USE OF PERSONAL AND CONFIDENTIAL INFORMATION**

4.1 The Consultant agrees to be bound by the terms set out in this Article 4 and in the attached Appendix B entitled "Confidentiality, Privacy Conflict of Interest and Security".

4.2 The Consultant agrees that prior to allowing any Assigned Person to perform the Services, it shall require that Assigned Person to read and agree to abide by the terms of the attached Appendix B entitled "Confidentiality, Privacy, Conflict of Interest and Security".

4.3 Except as set out in Appendix A, the Consultant represents and warrants that:

- (a) The Consultant only carries on business in Canada;
- (b) The Consultant does not have a parent, subsidiary or other related company that operates in a Non-Compliant Jurisdiction;
- (c) The Consultant does not subcontract or outsource data processing or storage to any third party carrying on business in a Non-Compliant Jurisdiction; and
- (d) The Consultant's employees are bound by written confidentiality agreements or binding confidentiality policies.

4.4 The Consultant agrees that:

- (a) CDIC shall retain custody and control of any Confidential Information and Personal Information transferred, collected, created, obtained, maintained or otherwise held by the Consultant for the purposes of this Agreement, and all Confidential Information and Personal Information must be returned to CDIC upon request;
- (b) Except as set out in Appendix A, the Consultant shall not transfer Personal Information to any entity or person carrying on business in a Non-Compliant Jurisdiction for any purpose unless approved by CDIC in writing. Confidential Information may be disclosed to third parties that provide data processing, storage and similar services to the Consultant and may correspondingly be used, processed and stored outside Canada by the Consultant and such third party service providers. The Consultant is responsible to CDIC for causing such third party service providers to comply with the obligations of confidentiality set out in this Agreement;
- (c) CDIC shall have the right to review from time to time the measures and practices adopted by the Consultant to perform its obligations under this Agreement. This right of review includes the right to attend the Consultant's premises on reasonable written notice to the Consultant to review such measures and practices and the right to audit the Consultant's records and otherwise verify audit trails for data access, modification or disclosure. The Consultant shall provide full cooperation in connection with any such review. To the extent that such review causes the Consultant to incur reasonable third party expenses, such expenses shall be reimbursed by CDIC;
- (d) The Consultant shall implement sufficient audit trail requirements to record access to Confidential Information and any attempted access thereto and any modification or disclosure of Confidential Information; and



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- (e) The Consultant shall include the above representations, warranties and terms in any agreement with a third party respecting the transfer of Confidential Information or Personal Information, *mutatis mutandis*.

**4.5** If the Consultant learns of any actual or reasonably suspected access, use, destruction, alteration or disclosure of Confidential Information or Personal Information that is not permitted by this Agreement or otherwise approved by CDIC in writing (including any loss or theft of Confidential Information or Personal Information) (collectively, a “**Data Breach**”), Consultant shall promptly notify CDIC in writing of the particulars of such Data Breach (unless such notice is prohibited by applicable law). The Consultant shall thereafter contain and investigate the Data Breach and fully cooperate with CDIC in resolving the Data Breach.

**4.6** In the event of a change in status or ownership of a parent company or of the Consultant that may result in a change of custody or control of data being held and/or processed by the Consultant, the Consultant shall promptly notify CDIC. Following such notification, CDIC reserves the right to immediately terminate this Agreement or seek amendments thereto.

**4.7** In the event of a change in the operations of the Consultant, such as acquiring or creating an entity in a Non-Compliant Jurisdiction that shall have access to CDIC Information, the Consultant shall promptly notify CDIC. Following such notification, CDIC reserves the right to immediately terminate this Agreement or seek amendments thereto.

## **ARTICLE 5 CDIC’S RESPONSIBILITIES**

**5.1** If and when necessary, CDIC shall provide the Consultant with limited access, as required, to its offices and personnel at 50 O’Connor Street, Ottawa, Ontario (the “**Premises**”) [OR: 50 O’Connor Street, Ottawa, Ontario and 79 Wellington Street West, Suite 1200, Toronto, Ontario (collectively, the “**Premises**”)] to facilitate the provision of the Services. The Consultant agrees to abide by the requirements of CDIC and the Designated Officer with respect to security, timing and manner and method of access, occupancy and egress from the Premises, as those requirements may change from time to time. The Consultant further agrees to abide by any rules regarding access, occupancy and egress imposed by the landlord of the Premises.

**5.2** The Designated Officer, or other representative of CDIC, as may be appropriate, shall provide the Consultant with the Information and Confidential Information that is required for the provision of the Services.

**5.3** CDIC acknowledges that the provision of the Services may require the Designated Officer and other CDIC personnel to be available for meetings with the Consultant and to respond promptly to the inquiries of the Consultant. CDIC shall use reasonable efforts to accommodate same without disrupting its operations.

**5.4** The Consultant shall consult with the Designated Officer from time to time, regarding the provision of the Services. The Designated Officer may provide the Consultant with a schedule for the completion of the Services (the “**Schedule**”).

**5.5** CDIC may, at its own discretion, periodically or from time to time, advise the Consultant as to whether the provision of Services by the Consultant is Acceptable. CDIC shall have the right to require the Consultant to correct or replace any Services and Work Product that are deemed by CDIC not to be Acceptable, at the Consultant’s own expense. CDIC shall inform the Consultant of the reasons for any such non-Acceptance of the Services or Work Product as the case may be.

**5.6** CDIC or its representatives may, at any time during the term of this Agreement or within one (1) year of the expiration or termination of this Agreement, conduct an audit of the books, accounts, records, data or other information of the Consultant relating to the performance of the Services and of all expenditures or

commitments made by the Consultant in connection therewith. The Consultant shall not, without the prior written consent of CDIC, dispose of any books, accounts or records that relate to the performance of the Services until the later of: (i) the expiration of one (1) year after the final payment is made under this Agreement; or (ii) the settlement of all outstanding claims and disputes between the Parties. The Consultant shall provide CDIC with access to its premises, to all books, accounts, and records related to the performance of the Services and shall co-operate fully with CDIC in respect of any audit that is conducted.

## **ARTICLE 6 CONSULTANT'S RESPONSIBILITIES**

- 6.1** The Consultant represents and warrants that it is validly incorporated under the laws of <\*> and that it has the power and authority to enter into this Agreement. The Consultant represents and warrants that the Consultant and each Assigned Person has the necessary resources, competence and qualifications, including knowledge, skill and experience to provide the Services. The Consultant shall provide the Services promptly, efficiently, in accordance with reasonable standards of quality acceptable to CDIC, in consultation with the Designated Officer, in conformity with the Schedule established by the Designated Officer, if any, and with the terms and provisions of this Agreement.
- 6.2** The Consultant shall commence the provision of the Services on the Commencement Date and shall provide the Services until the earlier of the Completion Date or the date on which the Services are completed by the Consultant and Accepted by the Designated Officer.
- 6.3** The Consultant shall make periodic written reports, as requested by the Designated Officer, outlining the progress made by the Consultant in providing the Services.
- 6.4** CDIC is required to notify individuals in connection with the collection of Personal Information by CDIC. The Consultant agrees that prior to providing any Personal Information about an Assigned Person to CDIC, or prior to allowing an Assigned Person to perform the Services, as applicable, the Consultant shall either (a) provide the Assigned Person with CDIC's privacy notice (a copy of which is at <http://www.cdic.ca/en/about-cdic/policies-reports/atip/Pages/Privacy.aspx>), or (b) refer the Assigned Person to the webpage where the privacy notice is posted, and require the Assigned Person to read the privacy notice.
- 6.5** The Consultant shall ensure that the Services are only provided by the Assigned Persons listed in Appendix A hereof and that such Assigned Persons are available to perform the Services in accordance with the Schedule established by the Designated Officer, if any. Should such Assigned Person be unavailable to provide the Services, the Consultant may, with CDIC's prior written consent, assign an alternate Assigned Person who has a comparable level of skill, ability and qualifications to provide the Services. Other amendments to the list of Assigned Persons in Appendix A may be made with the written consent of CDIC.
- 6.6** CDIC shall have access at all reasonable times to the books, accounts, records, data, Work Product and other information in the Consultant's and any Assigned Person's possession and control in connection with the provision of the Services.
- 6.7** On termination for any reason other than breach by CDIC, to the extent that it may exist, in whole or in part, the Consultant shall deliver to CDIC, or such person as CDIC may designate, the Work Product and knowledge that is required by CDIC to complete the provision of the Services or that will allow CDIC to utilize the Services or Work Product on an ongoing basis.
- 6.8** The Consultant warrants that no Work Product will infringe or otherwise violate any Intellectual Property Rights of any third party.
- 6.9** The Consultant warrants that all Services and Work Product provided under this Agreement will, at the time of Acceptance, be free from any defect in workmanship and conform to the requirements of this Agreement. If the Consultant is required to correct or replace the Services or Work Product or any portion thereof, it

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shall be at no cost to CDIC, and any Services or Work Product corrected or replaced by the Consultant shall be subject to all the provisions of this Agreement to the same extent as the Services or Work Product as initially performed.

- 6.10** The Consultant acknowledges and agrees that CDIC may require the Consultant to require any Assigned Person, to act in conformity with any existing or future policies, standards, guidelines and procedures of CDIC as may become appropriate in CDIC's discretion, at all times during the provision of the Services, including:
- a) where the Services involve Personal Information or other "Protected Information", as that term is defined in CDIC's *Information Classification Standard*, the Consultant will adhere to CDIC's *Corporate Security Policy*;
  - b) where the Services involve travel and related living expenses, the Consultant will adhere to CDIC's *Travel, Hospitality, Conferences and Events Policy*; and
  - c) where any Assigned Person will be performing Services at CDIC's Premises on a regular basis, to require any Assigned Person to review and act in conformity with: (i) the Guidelines for Contractors/Consultants' Personnel/Agency Personnel (the "**Guidelines**") and (ii) *Harassment in the Workplace Policy* prior to or on the date such Assigned Person commences performing the Services.
- 6.11** The Consultant shall be responsible for ensuring that each Assigned Person complies with all of the terms of this Agreement, and shall be responsible for any non-compliance in any way attributable to any Assigned Person or other person for whom the Consultant is responsible.

## **ARTICLE 7 OWNERSHIP OF INTELLECTUAL PROPERTY**

- 7.1** The Consultant agrees that prior to allowing any Assigned Person to perform the Services, it shall require that Assigned Person to read and agree to abide by the terms of this Article 7.
- 7.2** If, during the course of providing Services to CDIC, the Consultant develops any work that is protected by copyright, the Consultant hereby waives unconditionally any moral rights it may have in such work and shall require each Assigned Person to waive unconditionally any moral rights in such work.
- 7.3** The Consultant shall not use or disclose any Work Product or other materials embodying any of CDIC's Intellectual Property Rights provided by CDIC or developed for CDIC except in the course of providing the Services or as expressly authorized by CDIC in writing.
- 7.4** The Consultant shall not make any unauthorized use of any trade secrets or Intellectual Property Rights of a third party during the course of providing Services to CDIC.
- 7.5** The Consultant shall not make any unauthorized use of CDIC's property including its computer systems, communications networks, databases or files, and shall adhere to all CDIC policies regarding the use of such computer systems, communication networks, databases or files.
- 7.6** The Consultant shall only use software authorized by CDIC on CDIC equipment.
- 7.7** The Consultant acknowledges and agrees that it shall be held liable for any breach or any damages resulting from any violations of the terms of this Article 7 that are caused by the Consultant or that are attributable in any way to an Assigned Person.
- 7.8** All Work Product shall be the exclusive property of CDIC and the Consultant shall have no right, title or interest in any such Intellectual Property Rights. At the request and expense of CDIC, the Consultant shall do all acts necessary and sign all documentation necessary in order to assign all rights in the Intellectual Property Rights to CDIC and to enable CDIC to register patents, copyrights,

trade-marks, mask works, industrial designs and such other protections as CDIC deems advisable anywhere in the world.

- 7.9** The Consultant agrees to provide all reasonable assistance to CDIC in the prosecution of any patent application, copyright registration or trade-mark application or the protection of any Intellectual Property Rights. The Consultant agrees to execute any documentation necessary to assist with any such prosecution or to effect any such application or registration upon the request of CDIC, whether such request is made during the term of this Agreement or after the expiration or termination of this Agreement for any reason whatsoever.

## **ARTICLE 8 FEES AND BILLING PROCEDURES**

- 8.1** The Total Fee payable under this Agreement is as set out in Appendix A. The Consultant shall have no right to demand any additional Fees other than as set out in Appendix A, either before, during or after the completion of provision of the Services.
- 8.2** In accordance with the terms of Appendix A, the Consultant shall deliver a written request for payment in the form of an invoice for services rendered to CDIC (the “**Invoice**”).
- 8.3** The Invoice shall be accompanied by supporting documentation confirming the amount and particulars of any Disbursements or Pre-approved Expenses incurred by the Consultant in providing the Services and shall specify the following information, as applicable:
- (a) a detailed suitable description of the Services provided in relation to the Fees billed by the Consultant;
  - (b) the amount owing in accordance with the Fees set out in Appendix A;
  - (c) the amount of GST/HST/PST thereon;
  - (d) the amount of any Disbursements and Pre-approved Expenses; and
  - (e) such other information as CDIC may reasonably require.

The Consultant agrees that failure to include all supporting documentation with the Invoice and/or failure to provide any or all of the foregoing information as part of the Invoice may result in a delay of payment to the Consultant.

- 8.4** Within thirty (30) days of receiving an Invoice, CDIC shall verify the amounts stipulated in the Invoice and subject to Section 8.1 hereof, shall pay to the Consultant the full amount of the Invoice. CDIC shall advise the Consultant of the details of any objection it may have to the form, content or amount of the Invoice within fifteen (15) days of receipt of the Invoice, and the above-noted thirty (30) day period shall commence to run after receipt by CDIC of a revised Invoice.
- 8.5** Subject to Section 9.3 hereof, upon termination of this Agreement by CDIC, the Consultant shall, within fifteen (15) days after the effective date of such termination, deliver a final Invoice to CDIC in the form specified above setting out the Fees, GST/HST/PST, Disbursements, and Pre-approved Expenses charged or incurred by the Consultant from the date of the previous Invoice to the effective date of termination and CDIC shall pay the Invoice in accordance with this Article 8. The Consultant shall not be entitled to payment for any amount on account of Fees, GST/HST/PST, Disbursements or Pre-approved Expenses that are either charged or incurred by the Consultant following the effective date of termination of this Agreement.

**[For Non-Resident Consultants – include the following:**

- 8.6** Unless otherwise specified herein, any and all taxes, duties, fees, levies and other impositions imposed by the laws of a non-Canadian jurisdiction, including without limitation federal excise tax, state or local sales or use tax, value-added tax, income tax, and any other foreign tax whatsoever, are included in the Total Fee.
- 8.7** Where any amounts payable by CDIC under the Agreement are subject to any Canadian federal or provincial deduction, withholding or similar tax, CDIC shall deduct or withhold the necessary amount it is required to deduct or withhold from the amounts to be paid to the Consultant under the Agreement, unless Consultant provides proper documentation from the competent Canadian federal or provincial governmental authority relieving CDIC of its withholding obligations prior to payment being made. The Consultant is solely responsible, at all times, for obtaining its own professional advice regarding any Canadian federal or provincial deduction and withholding or similar tax.]

**ARTICLE 9  
EXPIRATION AND TERMINATION**

- 9.1** CDIC may terminate this Agreement at any time by giving the Consultant five (5) Business Days prior written notice. The Consultant and CDIC agree and acknowledge that the giving of such written notice shall serve to discharge all liability whether contractual, statutory, or otherwise owed by CDIC to the Consultant, except CDIC's obligation to pay the Consultant any outstanding Fees earned and GST/HST/PST thereon, and any Disbursements or Pre-approved Expenses incurred by the Consultant in the period prior to the effective date of termination of this Agreement which obligation shall survive such termination.
- 9.2** If the Consultant breaches any provision of this Agreement and fails to remedy such breach within five (5) Business Days of receiving a written notice from CDIC notifying the Consultant of such breach, CDIC may, without giving any further notice to the Consultant, terminate this Agreement effective as of the end of such five (5) day period.
- 9.3** Notwithstanding any other provision of this Agreement, if this Agreement is terminated by CDIC pursuant to Section 9.2 above:
- (a) the Consultant shall not be entitled to payment for any amount on account of Fees, GST/HST/PST, Disbursements or Pre-approved Expenses that are charged or incurred by the Consultant after the day upon which such notice of breach of the Agreement is received by the Consultant; and,
  - (b) CDIC may arrange, upon such terms and conditions and in such manner as CDIC deems appropriate, for any uncompleted Services to be completed and the Consultant shall be liable to CDIC for any amounts in excess of the Total Fee as are required to retain a replacement consultant to complete the Services. CDIC may, in its sole discretion, withhold from the amount due to the Consultant upon termination of this Agreement such sums as CDIC determines to be necessary to protect CDIC against any excess costs it might incur in relation to the retention of a replacement consultant and the completion of the Services.
- 9.4** If the Services are not provided in full, the Consultant shall be entitled to payment of that portion of the Total Fee represented by the Services performed as determined by CDIC acting reasonably.

- 9.5 This Agreement shall expire automatically on the earlier of the Completion Date or the date on which the Services are completed by the Consultant and Accepted by the Designated Officer.
- 9.6 Upon expiration or termination of this Agreement for any reason whatsoever, the Consultant shall forthwith return all Information, Confidential Information, Work Product and other materials embodying CDIC's Intellectual Property Rights in the possession or control of the Consultant or any Assigned Person to CDIC or shall provide a written certificate to CDIC certifying the destruction of all Information, Confidential Information, Work Product and other materials embodying CDIC's Intellectual Property Rights if instructed by CDIC to destroy such Information.

## **ARTICLE 10 INDEMNIFICATION**

- 10.1 CDIC agrees to indemnify, defend and hold harmless the Consultant and its respective employees, agents, officers, directors, successors and assigns (each, a "**Consultant Indemnitee**"), from and against any Claims that may be made or brought against the Consultant Indemnitee, or which they may suffer or incur, directly as a result of any deliberate or negligent acts or omissions by CDIC or any person for whom CDIC is responsible.
- 10.2 The Consultant agrees to indemnify, defend and hold harmless CDIC and its respective employees, agents, officers, directors, successors and assigns (each, a "**CDIC Indemnitee**") from and against any Claims that may be made or brought against the CDIC Indemnitee, or which they may suffer or incur, directly or indirectly as a result of or in connection with:
- (a) any deliberate or negligent acts or omissions of the Consultant or any person for whom the Consultant is responsible (including any Assigned Person);
  - (b) any injury sustained by the Consultant or by any Assigned Person while on the Premises for any reason connected with this Agreement;
  - (c) the infringement, alleged infringement or potential infringement by any aspect of the Services or the Work Product of the Intellectual Property Rights of any person;
  - (d) any breach by the Consultant or any Assigned Person of Article 4 or the obligations to protect Confidential Information or Personal Information; or
  - (e) any other breach of this Agreement by the Consultant or by any Assigned Person.
- 10.3 The obligation to indemnify in respect of any Claim is contingent upon the CDIC Indemnitee or the Consultant Indemnitee (as applicable) (the "**Indemnified Party**") (a) giving prompt written notice thereof to the indemnifying Party (the "**Indemnifying Party**") and (b) providing reasonable co-operation and assistance to the Indemnifying Party in the investigation, defence, negotiation and settlement of any Claim, including providing reasonable access to relevant information and employees. The obligation to indemnify in respect of any Claim shall terminate unless the Indemnified Party gives the aforementioned written notice to the Indemnifying Party within two (2) years of the date on which the Indemnified Party knew or ought reasonably to have known of the existence of the Claim.
- 10.4 **Third Party Claims.** In respect of any third party Claim, the Indemnifying Party will be entitled to elect by written notice addressed to the Indemnified Party, within fifteen (15) days after its receipt of such notice, to assume control over the investigation, defence, negotiation and settlement of such third party Claim at its own cost, risk and expense.

- (a) If the Indemnifying Party elects to assume such control, the Indemnified Party will have the right to participate in the investigation, defence, negotiation and settlement of such third party claim at the cost of the Indemnifying Party and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel will be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and the representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or reasonably potential differing interests between them (such as the availability of different defences). The Indemnifying Party will not settle any Claim without the prior written consent of the Indemnified Party.
- (b) If the Indemnifying Party does not elect to assume control of the investigation, defence, negotiation and settlement of the third party Claim, or if the Indemnifying Party, having elected to assume such control thereafter fails to diligently defend the third party Claim, the Indemnified Party will have the right to assume such control in such reasonable manner as it may deem appropriate, at the cost, risk and expense of the Indemnifying Party, and the Indemnifying Party will be bound by the results obtained by the Indemnified Party with respect to such third party Claim. The Indemnifying Party will have the right to participate in such defence at its own cost and expense.

**10.5 Set-off and Subrogation.** The indemnity obligations hereunder will be enforceable without right of set-off, counterclaim or defence as against the Indemnified Party. The Indemnifying Party will, upon payment of an indemnity in full under this Agreement, be subrogated to all rights of the Indemnified Party with respect to the claims and defences to which such indemnification relates.

**10.6 Limitation on Liability.** Other than the indemnity under section 10.2, exclusive remedy with respect to this Agreement and the Consultant's entire liability for damages for any cause, and regardless of the form or cause of action, shall be limited to CDIC's direct damages and shall not exceed, in the aggregate, **two million dollars (\$2,000,000)**. Other than a claim under section 10.2, in no event will the Consultant be liable for any punitive, indirect, incidental, special or consequential damages suffered by CDIC or any other person, including without limitation, failure to realize expected savings, any loss of revenues or profits, loss of computer time, or any other commercial or economic losses relating to the Services.

## ARTICLE 11 DISPUTE RESOLUTION

- 11.1** Subject to Section 11.4 below, all matters to be decided or agreed upon by the Parties under this Agreement and all disputes which may arise with respect to any matter governed by this Agreement shall at first instance be decided or resolved by the most senior Assigned Person or Designated Officer of each Party. Each Party acknowledges that it is in their mutual best interests to make all such decisions by mutual agreement and agrees to act reasonably and in good faith in order to permit and encourage their employees and officers to do so.
- 11.2** If the Assigned Person or Designated Officer noted above are not able to resolve any dispute referred to them within fifteen (15) days of such referral, or if they are not able to agree on any other matter required to be decided by them under this Agreement, either Party may refer the matter to arbitration in accordance with the provisions of the *Commercial Arbitration Act*, R.S.C., 1985, c. 17 (2nd Supp.).

- 11.3** No Party may bring legal proceedings in respect of any issue that is to be submitted to arbitration hereunder unless that Party has complied with subsection 11.1 and 11.2.
- 11.4** Notwithstanding the above, each Party reserves the right to seek equitable relief in a court of competent jurisdiction to protect Intellectual Property Rights, Confidential Information or Personal Information.

## **ARTICLE 12 SURVIVAL OF TERMS OF AGREEMENT**

- 12.1** All of:
- (a) the Consultant's and any Assigned Person's obligations regarding confidentiality of information and ownership of Intellectual Property Rights under Articles 4 and 7 and Appendix B;
  - (b) the provisions regarding indemnification; and
  - (c) the provisions regarding dispute resolution,
- shall survive the expiration or termination of this Agreement for any reason whatsoever, as shall any other provision of this Agreement which, by the nature of the rights or obligations set out therein, might reasonably be expected to so survive.

## **ARTICLE 13 GENERAL**

- 13.1 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to that subject matter. No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.
- 13.2 Amendments.** This Agreement may be changed, amended or modified at any time by written instrument executed by the authorized representatives of the Parties, except for amendments to the list of Assigned Persons in Appendix A pursuant to Section 6.5 which only require the written consent of CDIC.
- 13.3 Renewal.** The term of this Agreement may be extended prior to the expiration hereof or this Agreement may be renewed for such period and on such terms and conditions as may be agreed upon in writing by the Parties.
- 13.4 Waiver.** No term or provision of this Agreement shall be deemed waived and no breach thereof shall be deemed excused unless such waiver or consent is in writing and signed by the Party waiving or consenting. No waiver or consent by any Party, whether express or implied, shall constitute a waiver or consent for any other term or provision or subsequent breach of such term or provision.
- 13.5 Assignment.** Neither this Agreement nor any part of, nor any right, title or interest under this Agreement shall be assigned, sub-contracted or otherwise transferred by the Consultant without CDIC's prior written consent, which consent may be withheld without reason. This Agreement shall enure to the benefit of and bind the Consultant and its successors and permitted assigns.



- 13.6 Publicity.** The Consultant shall not refer to this Agreement, nor to any of its rights or obligations under this Agreement, in any public forum, or for the purpose of promoting itself or its products or services, without the prior written consent of CDIC. The Consultant acknowledges that CDIC is subject to the *Access to Information Act* and, as a consequence, CDIC may be required to disclose any information contained in this Agreement including, but not limited to, the name of the Consultant and/or any Assigned Person, the Total Fee, the description of the Services and any Work Product arising therefrom. The Consultant also acknowledges that CDIC may refer to any information contained in this Agreement on its website.
- 13.7 No Solicitation.** The Parties agree that, unless otherwise agreed to by the Parties in writing, during the term of this Agreement neither Party shall directly or indirectly solicit as an employee or independent contractor an employee of or consultant to the other Party or a former employee of or consultant to the other Party that is or was involved in providing the Services under this Agreement.
- 13.8 Severability.** If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 13.9 Further Assurances.** The Parties hereto agree, from time to time after the execution of this Agreement, to make, do, execute or cause or permit to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.
- 13.10 Enforceability.** Each Party affirms that it has full power and authority to enter into and perform the terms of this Agreement, and that the person(s) signing this Agreement on behalf of each Party is (are) properly authorized and empowered to sign it. Each Party further acknowledges that prior to execution of this Agreement, it has read this Agreement, has had the opportunity to be advised by an independent legal advisor if it so desired, and that it understands and agrees to be bound by this Agreement.
- 13.11 Conflict.** In the event of any conflict or inconsistency between this Agreement and the appendices to this Agreement, the terms and conditions set out in this Agreement shall prevail.
- 13.12 Remedies.** The remedies expressly stated in this Agreement shall be cumulative and in addition to and not in substitution for those generally available at law or in equity.
- 13.13 Force Majeure.** If either Party is unable to perform its obligations under this Agreement due to the occurrence of one or more events beyond that Party's reasonable control, the time for performance of such obligations shall be extended for a period of time equal to the period of the duration of such events, provided that such Party promptly notifies the other of
- (a) the invocation of this Section;
  - (b) the expected date of resumption; and
  - (c) in the case of the Consultant, the details of a contingency plan that will enable the Consultant to minimize the length of the delay.

Such non-performing Party shall use reasonable efforts to render performance in a timely manner, utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

If such an event extends for greater than thirty (30) days, the Consultant shall be deemed to be in default of this Agreement and CDIC may, in addition to any other right or remedy that it is entitled to exercise under this Agreement, terminate this Agreement pursuant to Section 9.2.

**13.14 Notices.** Any notice required or permitted to be given hereunder in writing may be delivered (including by commercial courier) or sent by facsimile, email or other electronic transmission. Delivered notices shall be deemed received upon delivery during business hours. Notices sent by facsimile, email or other electronic transmission or delivered outside of business hours shall be deemed received on the next Business Day following the day of transmission or delivery. The addresses to be used for any deliveries or transmissions may be changed by notice given in accordance with this Section and, until so changed, shall be as follows:

if to the Consultant:

<\*name + address\*>

Attention: <\*name\*>, <\*title\*>

Fax: <\*>

Telephone: <\*>

Email: <\*>

and if to CDIC:

Canada Deposit Insurance Corporation  
50 O'Connor Street, 17<sup>th</sup> Floor  
Ottawa, ON K1P 6L2

Attention: <\*name\*>, <\*title\*>

Fax: (613) <\*>

Telephone: (613) <\*>

Email: <\*>@cdic.ca

**13.15 Counterparts.** This Agreement may be executed in any number of counterparts. Either Party may send a copy of its executed counterpart to the other Party by facsimile, email or other electronic transmission instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by other means) will be deemed to be an original; all executed counterparts taken together will constitute one agreement.

**THE PARTIES HAVE EXECUTED** this Agreement as of the date first set out above.

**CANADA DEPOSIT INSURANCE CORPORATION**

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Name: <\*>

Title: <\*>

---

Name: <\*>  
Title: <\*>

We have authority to bind the above corporation.

**[Consultant's Name in Caps]**

---

Name: **[Consultant's Representative's Name]**  
Title: <\*>

I have authority to bind the above corporation.

**Appendix A**  
**SERVICES AND FEES**

**1. Description of Services**

The Consultant agrees to provide to CDIC certain services (the “**Services**”) in respect of <include description of services>, as outlined in the <proposal> (the “**Proposal**”) attached as Schedule 1 to this Appendix A.

In the event of any conflict or inconsistency between (i) this Appendix A and Articles 1 through 13 of the Agreement; and (ii) the attached Proposal, the terms and conditions of this Appendix A and of Articles 1 through 13 shall prevail.

In particular and without limiting the generality of the foregoing: <\*>

**2. Term**

Subject to any earlier termination by CDIC pursuant to the Agreement, the term of this Agreement shall be:

Commencement Date: <\*>;  
Completion Date: <\*>.

**[Insert if applicable:** The term of this Agreement may be renewed or extended for up to <\*> consecutive one-year period(s) (each, a “**Renewal**”) to a maximum of <\*> year(s), at CDIC’s sole option and discretion. Each Renewal may be subject to a renegotiation of the Fees, timing and specific details of the Services; however, (a) no other provisions of this Agreement shall be renegotiated without the written consent of CDIC, and (b) the Services provided by the Consultant during each Renewal shall be the same or substantially similar as those described in this Appendix A.]

**3. Fees/Total Fees/Assigned Person(s)**

The Consultant agrees to provide the Services at the following rate (the “**Fees**”):

[\$<\*> Hourly rate [**OR**]  
\$<\*> *Per diem*]

**[indicate if applicable hourly or per diem rate for each assigned person]**

**Assigned Person(s): [insert if applicable]**

Name: <\*>  
Title: <\*>

**[hourly rate or per diem]**

The Parties confirm that the total fee to be paid by CDIC to the Consultant for the completion of the Services will not exceed \$<\*> (the “**Total Fee**”). The Total Fee includes all the Fees (to a maximum of \$<\*>), any Disbursements, any Pre-approved Expenses and all applicable taxes.

[OR, if MAXIMUM disbursements/pre-approved expenses: The Parties confirm that the total fee to be paid by CDIC to the Consultant for the completion of the Services shall not exceed \$<\*> (the “**Total Fee**”). The Total Fee includes Fees (to a maximum of \$<\*>), all applicable taxes, Disbursements (to a maximum of \$<\*>) and any Pre-approved Expenses (to a maximum of \$<\*>).]

[OR, if NO disbursements/pre-approved expenses: The Parties confirm that the total fee to be paid by CDIC to the Consultant for the completion of the Services shall not exceed \$<\*> (the “**Total Fee**”). The Total Fee includes Fees (to a maximum of \$<\*>) and all applicable taxes. There shall be no Disbursements and no Pre-approved Expenses payable by CDIC. For greater certainty, in the event the Consultant incurs travel expenses in the provision of the Services, such travel expenses are not payable by CDIC.

**4. Payment Scheduling**

The Consultant shall provide an Invoice to CDIC on a **[monthly/quarterly]** basis.

[OR: The Consultant shall provide an Invoice to CDIC upon completion and Acceptance of **[the Services]** **[OR: each phase of the Services]**.]

**5. CDIC Designated Officer**

Name: <\*>  
Title: <\*>

**6. Disclosure Regarding Non-Compliant Jurisdictions**

**[Insert “None” or describe any disclosures re: Article 4 of the Agreement, if any]**

**7. Subcontractor(s): [insert if applicable]**

If required, CDIC acknowledges that some of the Services will be subcontracted by the Consultant to [insert name of subcontractor(s)], pursuant to an arrangement between the Consultant and the subcontractor. CDIC hereby consents to such portion of the Services, as reasonably determined by the Consultant, being completed by the foregoing subcontractor(s).

**Appendix B**

**CONFIDENTIALITY, PRIVACY, CONFLICT OF INTEREST AND SECURITY**

**Any capitalized terms used herein but not defined have the meaning set out in the Agreement.**

## Confidentiality:

### 1. "Confidential Information" means

- (a) any and all technical and non-technical information including patents, copyrights, trade secrets, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to existing, proposed and future products and services;
- (b) information concerning research, experiments, procurement requirements, manufacturing, customer lists, business forecasts, sales, merchandising and marketing plans;
- (c) proprietary or confidential information of any third party that may rightfully be disclosed by CDIC to the Consultant;
- (d) information which is expressly communicated as being or is marked as confidential;
- (e) information which by its nature and the context in which it is disclosed is confidential;
- (f) all information regarding CDIC or any of its business affairs, liabilities, assets, plans or prospects, including any and all information in respect to the Services and the provision of those Services;
- (g) all information regarding any member or former member institution of CDIC, any parent or subsidiary corporation or affiliate thereof, or any of the business affairs, liabilities, assets, plans or prospects of any member or former member institution of CDIC or any parent or subsidiary corporation or affiliate thereof, disclosed to or received by the Consultant during or as a result of providing the Services, whether originating from CDIC or any other source; and
- (h) all Work Product.

### 2. The Consultant shall not disclose any Confidential Information, unless such disclosure:

- a. is compelled:
  - i. by law in connection with proceedings before a court, commission of inquiry or other public tribunal of competent jurisdiction;
  - ii. by law at the request of any regulatory or supervisory authority having jurisdiction; or
  - iii. in accordance with the practices and procedures of Parliament (including any committee of the House of Commons or Senate of Canada);
- b. is of information that is in the public domain or has come into the public domain other than by reason of a breach of this Appendix (and, for the purpose hereof, information is not considered to be in the public domain merely because it appears in a court file or other repository to which members of the public are capable of having access, but only if it has actually been disseminated to the general public, such as through the news media or the publication of annual or other reports);
- c. is of information that has been, or is hereafter, received by the Consultant or any Assigned Person other than from or at the request of CDIC and other than during or as a result of providing the Services;
- d. is part of the performance of any part of the Services which is to be done on a shared, cooperative or joint basis with such other persons at the request, or with the concurrence of the Designated Officer who have signed an agreement similar in form and substance to this Appendix; or

- e. is made with the prior written consent of the Designated Officer.
3. If the Consultant believes that disclosure of Confidential Information is or is about to be required in one of the circumstances described in subsection 2.a, or in any circumstances not referred to in Section 2, it shall notify CDIC orally as soon as reasonably possible and as much in advance of the impending disclosure as possible, of the circumstances and scope of the disclosure and shall immediately confirm such oral notice in writing.
  4. The Consultant agrees that it acquires no right, title or interest to any Confidential Information, except a limited right to use the Confidential Information in connection with the provision of the Services. All Confidential Information remains the property of CDIC or its members and no licence or other right, title or interest in the Confidential Information is granted hereby.
  5. The Consultant agrees to protect the Confidential Information and prevent any wrongful use, dissemination or publication of the Confidential Information not permitted hereunder by a reasonable degree of care, but no less than the degree of care used to protect its own confidential information of a like nature.
  6. On receipt of a written demand from CDIC, the Consultant shall immediately return all Confidential Information, including any copies thereof, and any memoranda, notes or other documents relating to the Confidential Information (the “**Confidential Material**”), or shall provide a written certificate to CDIC certifying the destruction of all Confidential Information and Confidential Material and other materials embodying CDIC Intellectual Property if instructed by CDIC to destroy such Information.
  7. The Consultant acknowledges and accepts that, in the event of any breach or anticipated breach of this Appendix, damages alone would not be an adequate remedy, and agree that CDIC shall be entitled to equitable relief, such as an injunction, in addition to or in lieu of damages and without being required to prove that it has suffered or is likely to suffer damages.
  8. All Confidential Information is provided “AS IS” and without any warranty, express, implied or otherwise, regarding its accuracy.
  9. Unless expressly authorized in this Agreement or by CDIC in writing, Consultant shall, in accordance with reasonable industry standards, enforce policies, procedures and access control mechanisms to prevent the merger, linking or commingling of any Confidential Information or Personal Information with its own data or the data of any other person;

**Privacy:**

10. If CDIC intends to provide the Consultant with (or allow the Consultant to access or collect on CDIC’s behalf) any Personal Information as part of the Services, CDIC shall advise the Consultant of this fact, and the Consultant shall be required to comply with the following privacy obligations.
11. The Consultant shall comply at all times with all applicable laws and regulations relating to the collection, creation, use, storage and disclosure of Personal Information, and for greater certainty shall conduct itself so as to ensure that the Services comply with the *Privacy Act*.
12. The Consultant shall provide a copy of, or, where appropriate, a reference to, a privacy notice in a form acceptable to CDIC when collecting Personal Information on behalf of CDIC.
13. The Consultant shall not use or disclose any Personal Information except to the extent required to perform obligations under the Agreement or as otherwise permitted under applicable law. If, in performing its obligations under the Agreement, the Consultant is required to disclose Personal Information to a third party, the Consultant shall, prior to disclosing such Personal Information, advise CDIC in writing of the proposed use of the Personal Information by the third party. If CDIC consents to the disclosure, the Consultant shall require the third party to enter into an agreement imposing obligations upon the third party with respect to

the collection, use and disclosure of the Personal Information that are substantially similar to the obligations set out herein, failing which, the Personal Information shall not be disclosed except in accordance with applicable law.

14. The Consultant shall promptly notify CDIC in writing and assist CDIC in resolving any claim, inquiry, active or pending investigation, complaint that is made to the Consultant or filed with competent authorities, or any remedial action that either has been ordered to take by competent authorities regarding the collection, storage, use or disclosure of Personal Information by the Consultant.

15. The Consultant shall retain the Personal Information only for so long as is reasonably necessary to complete the purposes for which the Personal Information was provided and as otherwise permitted by applicable law, unless otherwise specified by CDIC in writing (collectively, the “**Retention Period**”) – and upon the expiry of the Retention Period, shall return to CDIC, or as directed by CDIC, delete or destroy the Personal Information. The Retention Period shall (unless otherwise specified by CDIC in writing) automatically expire on the date on which the Agreement expires or is terminated for any reason whatsoever. Upon request, the Consultant shall provide CDIC with a written certificate certifying the destruction of the Personal Information or the return to CDIC of all Personal Information (as applicable).

**Conflict of interest:**

16. CDIC requires any persons entering into any agreement with CDIC, supplying services to, or performing any work for or in regards to CDIC, to conduct their affairs in such a way as to avoid any conflict of interest. The Consultant hereby represents and declares that, after due inquiry, it is not aware of any circumstances which do or might cause the Consultant to have a conflict of interest in carrying out the Services. The Consultant agrees not to enter into any contract or other commitment with any person during the term of the Agreement that would cause a conflict of interest on the Consultant’s part in connection with the performance of the Services.

**Security:**

**Protection of Information**

**The Consultant confirms that Services involving Personal Information or other “Protected Information”, as that term is defined in CDIC’s *Information Classification Standard* will be handled in accordance with CDIC’s *IT Asset and Information Handling Standard* and *Cryptography Procedure* and other security procedures, as applicable. Security Clearance**

17. If the performance of the Services involves Personal Information or other Protected Information, the Consultant shall require that all the Assigned Persons or any Subcontractors’ personnel who will perform the Services either:

(a) as of the Commencement Date, have a minimum security clearance of “Reliability”, as that term is defined in CDIC’s *Personnel Security Standard* or such other security clearance level as requested by CDIC; or

(b) within one (1) week of the Commencement Date, the Consultant will apply to obtain the necessary security clearance.

The Consultant agrees that once the required level of security clearance is obtained by an Assigned Person or any Subcontractor’s personnel, it shall cause each Assigned Person or Subcontractor’s personnel to maintain his or her respective security clearance for the duration of his or her work during the term of the Agreement.



