

REQUEST FOR PROPOSALS (“RFP”)

RFP 2020-2166

1. Title SHAREPOINT MIGRATION TO MICROSOFT OFFICE 365 (O365)

2. Introduction The Canada Deposit Insurance Corporation (“**CDIC**”) has a requirement to procure services related to the migration of documents and collaboration processes to Microsoft Office 365 (O365).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.

3. Trade Agreements This RFP is issued in accordance with the following trade agreements:
 Canadian Free Trade Agreement
 Canada-European Union Comprehensive Economic and Trade Agreement

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:	June 5, 2019
Deadline for Requests for Clarifications:	June 14, 2019 12:00 p.m. Ottawa local time
Deadline for Proposals:	July 16, 2019 12:00 p.m. Ottawa local time
Proposal Validity Period:	90 days from Deadline for Proposals
Proposal Delivery Address:	procurement@cdic.ca
CDIC Procurement & Contracting Advisor:	Susan Murrin

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 Schedule “A” (Statement of Work)
Evaluation and Selection:	See the main body of this RFP and: <ul style="list-style-type: none"> • <u>Schedule “B”</u> (Evaluation and Selection Process); • <u>Schedule “C”</u> (Technical Offer Requirements and Evaluation); • <u>Schedule “C-1”</u> (Presentation Requirements and Evaluation); and

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	<ul style="list-style-type: none"> • <u>Schedule “D”</u> (Financial Offer Requirements and Evaluation).
Required Forms:	See the main body of this RFP and <u>Schedule “E”</u> (Required Forms) <ul style="list-style-type: none"> • <u>Form “E-1”</u> - Technical Offer • <u>Form “E-2”</u> - Financial Offer
Form of Agreement:	See this RFP and <u>Schedule “F”</u> (Professional Services Agreement)
Additional Information	See Attachment “1” (O365 Roadmap)
Term of Agreement:	One-time purchase

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
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.

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).

8. Proposal Format

- 1. Proposals are to be submitted in either English or French to the 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 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.

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.

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.

**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:
 - 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.

- 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.
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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.

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.

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.

- 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.

**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).

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Schedule "A"

Statement of Work

Note to bidders: Capitalized terms used in this Schedule A are either defined below or in the Professional Services Agreement attached as Schedule F to this RFP.

DEFINITIONS

Whenever used in this Statement of Work, the following words and terms shall have the meanings set out below:

Azure Information Protection (AIP) means a cloud-based solution, that is included in Microsoft Office 365 (O365) enterprise licenses, that will help organizations classify and protect information. It integrates with Office Suite and Exchange Online to provide manual or automatic tagging of documents based on their security level (e.g. Confidential, Internal, Public). Once the document has been tagged, organizations can define rules such as the ability to print, attach to an email, download, etc. It can also add headers, footers, or watermarks to the document to let the reader know if they are viewing sensitive information.

Azure Rights Management (Azure RMS) means file level encryption technology included as part of the O365 enterprise licenses that can be used for enforcement of AIP or Data Loss Prevention (DLP) policies

Data Loss Prevention (DLP) means a method that provides the ability to identify, monitor, and protect sensitive information across Exchange Online, SharePoint Online, and OneDrive for Business within O365. Identification is performed by pattern matching items such as credit card numbers, SIN, addresses, etc. Microsoft provides many predetermined patterns based on regions (e.g. Canada) however an organization can create their own as needed. Creating a DLP rule allows an organization to block access to any document that contains sensitive information.

Document Library in SharePoint means a location on a site where users can upload, create, update, and collaborate on files with team members. Each library displays a list of files and key information about the files, such as who was the last person to modify a file, etc.

Information Architecture (IA) is the organization of information in terms of navigation, layout and search functionality with the goal of allowing users to find the information that they are seeking in a clear manner.

Information Governance (IG) means the strategic cross-disciplinary framework composed of standards, processes, roles, and metrics that hold organizations and individuals accountable for proper handling of information assets.

Information Management (IM) means a discipline that directs and supports effective and efficient management of information in an organization, from planning and systems development to disposal or long-term preservation.

Information Rights Management (IRM) means information protection technology built into Microsoft Office to allow setting access permissions to help prevent sensitive information from being printed, forwarded, or copied by unauthorized people.

Information Technology means any equipment or system that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. It includes all matters concerned with the design, development, installation and implementation of information systems and applications to meet business requirements.

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Intranet is a network internal to an enterprise that uses the same methodology and techniques as the Internet. It is not necessarily connected to the Internet and is commonly secured from it using firewalls. Intranets often use an organization's local-area networks (LANs) or wide-area networks (WANs). Services include websites, collaboration, workflow and messaging services, and application development.

Metadata means information that describes various facets of an information asset to improve its usability throughout its life cycle. It is metadata that turns information into an asset.

Microsoft Cloud App Security (MCAS) means a comprehensive cross-SaaS solution bringing deep visibility, strong data controls and enhanced threat protection to cloud apps.

Multi-Factor Authentication (MFA) means the process of identifying users by validating two or more "factors" that are unique to that user. It adds an additional layer of protection and security against one of the most common types of breach, compromised credentials. This will allow an organization to compensate for a possible weakness within a cloud-based service such as O365. Unwanted access to email and information could harm an organization legally, monetarily, or reputationally.

Shadow IT means systems built and used within organizations without explicit organizational approval, for example, systems specified and deployed by departments other than the IT department.

A **SharePoint Farm** means a collection of servers that work in concert to provide a set of basic SharePoint services.

Security information and event management (SIEM) means technology that supports threat detection and security incident response through the real-time collection and historical analysis of security events from a wide variety of event and contextual data sources.

Solution means an implementation of people, processes, information and technologies in a distinct system to support a set of business or technical capabilities that solve one or more business problems.

1 BACKGROUND AND OBJECTIVES

This RFP is an invitation issued by CDIC to prospective candidates to submit proposals for services related to the implementation of information management governance on Microsoft Office 365 (O365) (SharePoint Online, OneDrive for Business, Microsoft Teams) and the migration of documents to SharePoint Online as described below (the "**Project**"). 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**").

As the organization's information management (IM) environment and requirements evolve, CDIC is continuing to strengthen its IM business functions and modernize its existing IM processes and supporting technologies to improve the management of the Corporation's information assets. This includes migrating on-premise SharePoint Server sites to O365. The organization's objectives are to:

- effectively manage CDIC information assets electronically;
- automate retention and disposition of CDIC information assets;
- provide appropriately controlled access to records and documents from a centralized location;
- increase the effective searching of documents in both electronic and physical formats; and
- leverage supporting information technologies and processes to sustain public awareness of CDIC's role as a resolution authority and maintain readiness for further public communications should the need arise.
- Protect employee and customer personal information from security breaches and/or unauthorized use.

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CDIC's priorities for IM are focused on ensuring legislative compliance (Security of Information Act, Access to Information Act and Privacy Act) with respect to the handling of corporate records using improved automated tools and increased IM awareness at CDIC. CDIC also aims to improve access to information and efficiency of information retrieval within the Corporation.

CDIC's current state is a SharePoint 2010 Farm with approximately

- Total number of 365 Team Sites
- Total number of 155 My Sites
- Total number of 430 000 Documents
- Total SP Storage of 470 GB
- Total of 48 Workflows
- Total of 35 Custom Forms
- Total number of +1 million files on network drives
- Total Storage of 7000 GB on network drives

CDIC is seeking the services of an independent party with a broad base of experience and subject matter expertise in IM to undertake a SharePoint migration (from SharePoint 2010 on-premise farm to SharePoint Online) to:

- Take advantage of CDIC's Office 365 Enterprise E5 and Enterprise Mobility + Security E5 licensing
- Remove technology risk and operational overhead of managing on-premise SharePoint Farm
- Modernize and align corporate Intranet and team sites with IM best practices
- Reduce information risks by labeling content to understand where the sensitive or confidential information resides and who has access to it
- Drive user adoption and behaviours
- Deliver improved user experience when using SharePoint
- Deliver positive user experience during the transition to O365

2 STATEMENT OF WORK

CDIC has completed an O365 migration roadmap (the "**Roadmap**") and is now looking to engage with an independent party to perform the execution. Scope and approach have already been defined and the details are provided below. Attachment "1" (O365 Roadmap) is provided as additional information. It is expected that candidates will follow the Roadmap but may make suggestions in response to this RFP.

The selected candidate will be expected to manage the Project and complete the following deliverables which are also part of the Roadmap:

Information and Records Management within O365

- Implement the use of labels to create and deploy document and records management
- Engage business units to perform content discovery delivering a comprehensive Information Architecture for team sites, libraries, lists, metadata, workflows & forms (will include SharePoint Online, OneDrive for Business, & Microsoft Teams)
- Create information governance plans outlining best practices and procedures for ongoing sustainability of IM & Information Architecture
- Digitization of records
- Map roles to access permissions and users to roles

Corporate Intranet

- Modernize and align the current Intranet SharePoint sites with Information Management best practices to make it easier to find content and provide better communication channels to staff.
- Configure user friendly design for easy navigation and organization of corporate content by using communications and hub sites.

Migration of Custom Apps

- Analyze existing workflows, forms, and custom apps to recreate equivalent solutions in O365

Data Migration

- Facilitate content cleanup of current SharePoint and network drives and classification on SharePoint Online
- Develop migration strategy and facilitate execution
- Classify existing documents on premise using AIP file scanner to determine where the data should be migrated to (e.g. highly sensitive data to highly sensitive tagged SharePoint Online sites).

Configuring O365

- Set up and implement Data Loss Prevention (DLP), Multi-Factor Authentication (MFA), external access, third party sharing, installing third party solutions, etc.
- Configure event logging and forward the logs to a Security Information and Event Management (SIEM)
- Modify SharePoint Online sites to include visible classification labels (data classification level, internal, external, or internal and external)
- Transition knowledge to CDIC support staff

Change Management

- Implement comprehensive communication and training strategies for SharePoint Online and O365 to help drive user adoption
- Create communication and training materials such as quick reference cards and videos
- Execute communications and training strategy
- Provide initial training on SharePoint Online, OneDrive for Business, Microsoft Teams, Delve, Office 365 application integration

Managing Enterprise O365 Projects

- Manage schedule, budget, risks, resources, etc.
- Leverage experience with O365 and SharePoint Online to fast-track project and reduce risks
- Deploy strategy, user training and execute to implement across enterprise

Azure

- Install Azure Information Protection (AIP) client for all users and set it up by defining and configuring:
 - Rules and conditions to automatically apply labels on documents and emails
 - Visual markings such as a header, footer, or watermark
 - Encryption, identity, and authorization policies
 - Azure RMS templates
 - Integration with end-user workflows for documents and emails
- Implement Microsoft Cloud App Security (MCAS) framework by defining and configuring:
 - Connectors that take advantage of third-party provider APIs, for visibility and governance of applications that CDIC personnel connect to
 - DLP policies enforcement and alerts
 - Anomalous file access and download use cases that should trigger security incidents
- Information Rights Management (IRM setting for file encryption of document libraries on higher sensitive sites)
- Transition knowledge to CDIC support staff

Other

- Such other services as may be needed.

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3 APPROACH

The Project is broken down into the following delivery phases:

- Planning
- Design
- Pilot
- Execution

Attachment “1” (O365 Roadmap) contains more details about each of the above phases.

3.1 Planning

The goal of this phase is to engage executives and key stakeholders at CDIC to establish roles and responsibilities, scope, budget, resourcing, and measures of success. By setting these expectations up front, the project team can understand the parameters they are working with. Project governance structure must be established so the project team knows who is responsible, accountable, consulted, and informed as they start on the Design and Execution phase. Any project changes or decisions must be documented and approved for consensus and transparency (scope, budget, resourcing, etc.). The selected candidate will lead this phase.

3.2 Design

The goal of this phase is to document the intended solution while making decisions and getting approvals along the way.

The selected candidate will be responsible for meeting the following milestones within this phase:

- **Establish IM and Data Governance**
 - Establish roles and responsibilities
 - Review and update the existing file classification system
 - Assign data ownership
 - Review and update data retention periods
 - Establish a standard, policies and guidelines
 - Define and implement change management process
 - Establish a monitoring and auditing plan
- **Develop Information Architecture and Solution Architecture**
 - Complete content inventory and help facilitate content clean up
 - Create and validate detailed requirements including migration requirements
 - Create Information Architecture
 - Create solution architecture and detailed design for all technologies, including:
 - Site structure
 - Multi-Factor Authentication
 - Metadata,
 - Document Libraries,
 - Retention and disposition
 - Search,
 - Forms and workflows
 - Information Rights Management setting for file encryption of document libraries on higher sensitive sites
 - Azure Information Protection
 - Microsoft Cloud App Security
 - External access
 - Third party sharing
 - Password self-re-set

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- Data Loss Prevention
 - Tuning for false positives
 - Create separate site collections for each major function (Approximately 20 sites)
 - Build full life cycle document management process
 - Recommend a compatible records management solution
 - Develop migration process
 - Modify SharePoint Online sites to include visible classification labels (data classification level, internal, external, or internal and external)
- **Solution Development and Deployment**
 - Develop the Solution
 - Implement site collection and site structure as per Information Architecture
 - Implement solution and governance (labels, retention and data loss prevention policies)
 - Implement event logging and monitoring based on information policies and standards

3.3 Pilot

Run a pilot with a confined subset of CDIC personnel to implement the proposed design prior to full implementation.

- Choose a SharePoint Online business scenario in which the pilot participants can practice.
- Develop a set of exercises to test SharePoint Online document storage, sharing, collaboration, team-based scheduling, and other capabilities.

3.4 Execution

This phase is where everything gets built and implemented (or executed). The expectation is to follow the design and processes established during the Design Phase. It is normal to have some differences or deviations when building the solution. In these situations, the selected candidate will get approval from CDIC and the design documents must be updated to reflect those changes. This will ensure CDIC has an accurate reflection for supporting and maintain the solution.

The phase will focus on developing the solution as per the architecture and design. The selected candidate will be responsible for meeting the following milestones within this phase:

- **Change Management**
 - Develop and execute a communications strategy for CDIC personnel
 - Build and deliver training content on SharePoint Online, OneDrive for Business, Delve and Microsoft Teams
 - Provide initial training
- **Prepare the Tenant**
 - Configure the tenant
 - Document and test the configuration
- **Build Intranet**
 - Build the structure (SharePoint sites)
 - Populate the content

- **Build custom solutions**
 - Develop all required forms
 - Set up all required workflows and use cases
 - Recreate if need be custom solutions using a combination of Microsoft PowerApps, Flow, Search solutions, SharePoint Framework and or other modern SharePoint Online development techniques.
 - Develop the Solutions
 - Refer to the O365 Roadmap for a complete listing of all the customizations, workflows and forms.

- **Manage third party tools**
 - Evaluate third party tools and propose new solutions (currently includes PointFire, Amrein Engineering, Collaboris)
 - Install and configure the new solutions

- **Onboard the departments**
 - Build use cases for external sharing
 - Complete content discovery
 - Complete content analysis and clean-up
 - Complete SharePoint site build and content mapping
 - Complete full content migration and user acceptance testing
 - Provide training and launching go live
 - Transition knowledge to support staff

4 DELIVERABLES

4.1 Planning

- Project charter
- Project plan

4.2 Design

- Updated IM/IG policies, procedures and standards
- Updated file classification and retention plans
- Information Architecture plan
- Solution architecture plan
- Migration strategy
- Technical specifications document

4.3 Execution

- Change management strategy
- Communication plan
- Training plan
- Administration guide, user guide, configuration guide.

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5 TIMELINES

An estimated timeline has been developed for the Project and can be found in Attachment "1" (O365 Roadmap).

6 PROJECT TEAM

The selected candidate will be expected to provide a team to complete the Project. As a main point of contact, the selected candidate will assign a Project Manager to act as a team lead.

Except for reasons outside of the selected candidate's control, CDIC's expectation is that the team proposed in the selected candidate's Proposal and accepted by CDIC, will be available to complete the project.

In the event that a team member proposed by the selected candidate is not available at any point during the term of the Agreement, any substitutions will be subject to approval by CDIC.

6.1 Project Manager

The Project Manager is expected to be a senior-level resource with the authority within the selected candidate's organization to manage the selected candidate's resource assignments and to scope, negotiate and commit the selected candidate to defined work plans, schedules, levels of effort and associated pricing.

Responsibilities of the Project Manager will include:

- Refinement of the selected candidate's work plans and schedules prior to the conduct of each phase, as required by CDIC;
- Day-to-day accountability for the selected candidate's service delivery; and quality of the selected candidate's deliverables.
- Regular meetings (in person, telepresence, or other as required and agreed upon) with CDIC to present the selected candidate's deliverables, receive CDIC's input and feedback, and confirm direction, and keep CDIC apprised of Project status/progress, and any issues or constraints;
- Oversight, management and coordination of the selected candidate's Project Team;
- Ensuring appropriate content knowledge specific to CDIC's requirements of all resources deployed;
- Ensuring resource continuity and availability throughout the Project; and
- Monitoring the selected candidate's work and providing overall quality assurance and quality control of its deliverables; ensuring a high quality of service delivery and client satisfaction.
- Such other services as may be needed.

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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 (100 Points) (60%)

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 100 points.

At the end of this Step 2 (Evaluation of Rated Requirements), CDIC will establish a shortlist of the top two (2) bidders that achieve a Technical Score of at least 70 points out of the 100 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) (20%)

The two (2) 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 (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

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

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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:

Bidder Technical and Presentation Scores and Evaluated Prices			
	Bidder A	Bidder C	Bidder D
Technical Score	90	91	85
Presentation Score	85	90	92
Evaluated Price	\$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 sixty (60). The Presentation Score is divided by the highest Presentation Score and then multiplied by twenty (20). 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.

Highest Weighted Score				
Highest Combined Rating Technical Score sixty percent (60%), Presentation Score twenty percent (20%) and Financial Score twenty percent (20%)				
	Technical Score	Presentation Score	Financial Score	Best Value
Bidder A	$90/91 \times 60 = 59.34$	$85/92 \times 20 = 18.48$	$\$650,000/\$675,000 \times 20 = 19.26$	$59.34 + 18.48 + 19.26 = 97.08$
Bidder C	$91/91 \times 60 = 60.00$	$90/92 \times 20 = 19.57$	$\$650,000/\$750,000 \times 20 = 17.33$	$60.00 + 19.57 + 17.33 = 96.90$
Bidder D	$85/91 \times 60 = 56.04$	$92/92 \times 20 = 20.00$	$\$650,000/\$650,000 \times 20 = 20.00$	$56.04 + 20.00 + 20.00 = 96.04$

In this example Bidder A 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

1. Mandatory Requirements

M1.	<p>The bidder must clearly demonstrate that the team being proposed has experience:</p> <ul style="list-style-type: none"> • Delivering SharePoint based solutions, • Implementing information governance and protection, and • Leading and conducting business/functional reviews and assessment engagements. <p>To do this, the bidder must provide the name, a summary of the experience including the resume for each proposed team member.</p>
M2.	<p>The bidder must have worked on a recent implementation of an Office 365 deployment for at least one (1) organization.</p> <p>The bidder must provide the following information for each referenced project:</p> <ul style="list-style-type: none"> • Client Name*, • Contact Name, Title, Email, and Phone Number, and • Detailed description of the project and the work completed by the bidder. The description must clearly demonstrate that the bidder meets this requirement. <p>*If there are confidentiality concerns, the bidder shall obtain the consent of the client to disclose the previous engagement solely for the purpose of this RFP.</p>
M3.	<p>The bidder must have experience working with a government department or similar organization on the development of an Office 365 roadmap or the implementation and deployment of O365. Similar organization meaning a public service organization of a comparable size to CDIC. For clarity, the organization in M2 and M3 can be the same.</p> <p>The bidder must provide the following information for each referenced contract:</p> <ul style="list-style-type: none"> • Client Name, • Contact Name, Title, Email, and Phone Number, and • Detailed description of the project and the work completed by the bidder. The description must clearly demonstrate that the bidder meets this requirement.
M4.	<p>The bidder must clearly demonstrate that they have experience in the following areas:</p> <ol style="list-style-type: none"> a) Setting up and implementing Data Loss Prevention (DLP) b) Setting up and implementing Multi-Factor Authentication (MFA) c) Setting up and implementing Azure Information Protection (AIP), Information Rights Management (IRM setting for file encryption of Document libraries on higher sensitive sites), Azure Rights Management (Azure RMS), Microsoft Cloud App Security (MCAS) d) Defining and configuring external access and third-party sharing use cases and policies <p>To do this, the bidder must provide a description of their organizational experience in each area.</p>

2. Rated Requirements

	Criteria	Sub-Criteria	Maximum Points
R1	Development of an O365 Roadmap	<p>The bidder should have developed recent Office 365 roadmaps for at least one (1) organization.</p> <p>The following information should be provided for each referenced project:</p> <ul style="list-style-type: none"> • Client Name, (1 point) • Contact Name, Title, Email, and Phone Number, and (1 point) • Detailed description of the project and the work completed by the bidder. The description must clearly demonstrate that the bidder meets this requirement. (2 points) 	4 points
R2	Organizational Experience	<p>The bidder should describe its experience by providing two (2) reference projects similar in scope and size to the Project as described in Schedule "A" (Statement of Work). Reference projects provided in response to the mandatory requirement above may be re-used in response to this requirement, however the bidder should clearly mark which reference projects it wishes to be considered.</p> <p>The following should be included, at a minimum, for each reference project provided:</p> <ol style="list-style-type: none"> a) the name and a brief description of the client organization; b) project overview and objectives, including the business need/opportunity; c) start and end date of the project (year and month); d) title and roles of project team members to assess and execute the project; e) a description of the strategy employed; f) a description of the success of the project, including any issues that may have come up and how they were handled by the bidder; g) client reference contact information (including name of contact, title of contact, e-mail address and telephone number). <p>This information will be treated as confidential and used only by CDIC to validate the information above.</p>	50 points

		<p>The submitted reference project will be evaluated based on the degree to which they demonstrate experience in the following areas:</p> <p>Information and Records Management within O365</p> <ul style="list-style-type: none"> • Implementing the use of labels to create and deploy document and records management (Maximum 3 points) • Engaging business units to perform content discovery and classification on premises before delivering a comprehensive Information Architecture for team sites, libraries, lists, metadata, workflows & forms (will include SharePoint Online, OneDrive for Business, Microsoft Teams and Office Delve. (Maximum 3 points) • Creating information governance plans outlining best practices and procedures for ongoing sustainability of IM & Information Architecture (Maximum 4 points) <p>Corporate Intranet</p> <ul style="list-style-type: none"> • Leveraging hub and communication sites to deliver a corporate Intranet (Maximum 2 points) • Configuring user friendly design for easy navigation and organization of corporate content navigation and presentation of corporate content on an Intranet (Maximum 1 point) <p>Migration Custom Apps</p> <ul style="list-style-type: none"> • Reverse engineering existing workflows, forms, and custom apps to recreate equivalent solutions in O365 (Maximum 2 points) <p>Data Migration</p> <ul style="list-style-type: none"> • Facilitating content cleanup of current SharePoint and network drives and classification on SharePoint Online (Maximum 2 points) • Developing migration strategy and facilitating execution (Maximum 2 points) • Classifying existing documents on premises using AIP File Scanner to determine where the data 	
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		<p>should be migrated to (e.g.. Highly sensitive data to highly sensitive tagged sharePoint Online sites). (Maximum 2 points)</p> <p>Configuring O365</p> <ul style="list-style-type: none"> • Setting up and implementing Data Loss Prevention (DLP), Multi-Factor Authentication (MFA), external access, third party sharing, etc. (Maximum 2 points) • Configure event logging and forward the logs to a SIEM (Maximum 1 point) • Transitioning knowledge to support staff (Maximum 2 points) <p>Change Management</p> <ul style="list-style-type: none"> • Implementing comprehensive communication and training strategies for SharePoint Online and O365 to help drive user adoption. Training should include but is not limited to; <ul style="list-style-type: none"> ○ Access to, navigating and settings in the Office Portal (Maximum 2 points) ○ O365 online application features such as document sharing, co-authoring, chatting with co-workers in Office apps, inserting links instead of files, how Office 365 ProPlus integrates with SharePoint Online, OneDrive for Business, Microsoft Teams, Office Delve, etc. (Maximum 2 points) ○ Azure Information Protection features in O365 applications (Maximum 2 points) • Creating communication and training materials such as Quick Reference Cards and Videos (Maximum 2 points) • Executing communications and training strategy (Maximum 2 points) <p>Managing Enterprise O365 Projects</p> <ul style="list-style-type: none"> • Managing schedule, budget, risks, resources, etc. (Maximum 2 points) 	
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		<ul style="list-style-type: none"> • Leveraging experience with O365 and SharePoint to fast-track project and reduce risks (Maximum 2 points) • Developing, executing and implementing strategies across the enterprise. (Maximum 2 points) <p>Configuring Azure</p> <ul style="list-style-type: none"> • Setting up and implementing Azure Information Protection (AIP), Information Right Protection (IRM setting for file encryption of document libraries on higher sensitive sites), Azure Rights Management (Azure RMS), and Microsoft Cloud App Security (MCAS) (Maximum 4 points) <p>Client data protection</p> <ul style="list-style-type: none"> • Implementing security controls based on security best practices (e.g. ITSG-33, ISO 27001, AICPA SOC2, NIST) to protect client's data (Maximum 2 points) • Conducting and reporting internal security audits/assessments (Maximum 2 points) 	
R3	Project Team	<p>The bidder should provide the name and qualifications of each member of their proposed project team. The project team will be evaluated as follows:</p> <ol style="list-style-type: none"> a) The degree of experience of the proposed Project Manager in providing services similar to those described in Schedule "A" (Statement of Work) (Maximum 4 points) b) Each of the proposed resources has a minimum of 5 years of experience in a IM/IT environment. (Maximum 3 points) c) The degree of experience within the proposed team in developing Information Management (IM) strategies for SharePoint based solutions. (Maximum 3 points) d) The degree of experience within the proposed team in developing IM strategies for SharePoint based solutions within a 	25 points

		<p>government department or similar agency. (Maximum 4 points)</p> <p>e) The degree of experience within the proposed team in developing information security strategies for SharePoint based solutions within a government department or similar agency. (Maximum 2 points)</p> <p>f) Other related professional designations or certifications. (Maximum 2 points)</p> <p>g) Degree of involvement in reference projects provided in response to R1. (Maximum 3 points)</p> <p>h) Personnel security clearance of Reliability or above, or an equivalent recognized by the Government of Canada (Maximum 4 points)</p>	
R4	Understanding and Approach	<p>The bidder should describe its understanding of CDIC's requirement and of the objectives as described in Schedule "A" (Statement of Work). In this description, bidder should demonstrate:</p> <p>a) a clear understanding of the scope of the project and the requirements necessary in order to meet the objectives (maximum 10 points);</p> <p>b) a clear understanding of the challenges in planning and executing a migration of documents similar in scope and size to the one set out in Schedule "A" (Statement of Work) (Maximum 10 points);</p>	20 points
R5	Microsoft Partner	The bidder provides evidence that they are a Microsoft Gold Certified Partner in Collaboration and Content "SharePoint Services Partner Option".	1 point
TOTAL			100 Points

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 and a half (1.5) 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 Project 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 25 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 20 points).</p>	45 points
P2 Organizational Experience	<p>The bidder should present one reference project for the migration of an organization’s documents to SharePoint Online, comparable in scope and business needs to CDIC, and completed within the last three (3) years. This example should include a change management aspect as well as an Information Governance aspect (development of policies/standards/etc.)</p> <p>The bidder should demonstrate:</p> <ul style="list-style-type: none"> (i) how the solution developed addressed the Information Governance needs of the client, including the development of related policies and standards (maximum 15 points); (ii) how the bidder managed change within the client’s organization, including the change management strategy used and how successfully it was implemented (maximum 10 points); (iii) how the bidder managed communications related to the project, both with the immediate client project team and the client organization as a whole, including the development of documentation (policies, standards, etc.) and the transfer of knowledge (maximum 10 points); (iv) how the bidder implemented security controls for the solution (maximum 10 points); (v) any issues that came up during the life of the project, and how the bidder handled them. Where no issues were identified, the bidder should describe the process they have in place for dealing with issues during projects (maximum 10 points). 	55 points
	Presentation Score	100 points

Schedule "D"

Financial Offer Requirements and Evaluation

1. Financial Offer Requirements

- 1.1 Financial Offers should be accompanied by Schedule "E" Form "E-2" (Financial Offer) 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 hourly rates for each Category of the Project Team being proposed as well as an estimated number of hours necessary to complete the Project (see Section 4 (Pricing Tables) to be payable as per Appendix "A" of the Professional Services Agreement (PSA). The PSA is attached to the RFP as Schedule "F".

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) and otherwise in the Agreement, 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.

2. Non-Resident Bidders

- 2.1 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.

3. Mathematical Errors

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

- 3.1 if there are errors in the mathematical extension of unit prices, the unit prices prevail and the mathematical extension is adjusted accordingly;
- 3.2 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
- 3.3 any bidder affected by mathematical errors identified by CDIC may be contacted for clarification.

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4. Pricing Tables

4.1 Example Budget Breakdown

4.1.1 Pricing Table

A Categories of Proposed Team (Remaining categories to be specified by the bidder)	B Firm, Fixed All-inclusive Hourly Rate	C Estimated number of hours for each Category of the Proposed Team to be spent working on the Project	D Estimated total cost of Proposed Team (B x C)
Project Manager	\$	days	
		Maximum Total Fee = Sum of Column D	
Evaluated Price = Average Hourly Rate (Average of Column B)			

The bidder's rates shall be used for evaluation purposes and shall be the maximum rates for any resulting Agreement. **The sum of column D shall be the maximum Total Fee of any resulting Agreement with the exception of any applicable Pre-Approved Expenses.**

4.2 Evaluated Price

4.2.1 For evaluation purposes, the Evaluated Price shall be the Average Hourly Rate for all Categories of the Proposed Team.

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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: **SHAREPOINT MIGRATION TO MICROSOFT OFFICE 365**

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: **SHAREPOINT MIGRATION TO MICROSOFT OFFICE 365**

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.

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Schedule "F"

Professional Services 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

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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;

“**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;

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- (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
- (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.
- 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;

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- (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
- (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.

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- 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->

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[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 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.

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- 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.

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 Indemnatee**”), from and against any Claims that may be made or brought against the Consultant Indemnatee, 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 Indemnatee**”) from and against any Claims that may be made or brought against the CDIC Indemnatee, 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 Indemnatee or the Consultant Indemnatee (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.

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

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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** This subsection is intentionally left blank.
- 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: <*>

The complete and official copy of this RFP #2020-2166 can be found at no cost on buyandsell.gc.ca

and if to CDIC:

Canada Deposit Insurance Corporation
50 O'Connor Street, 17th 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**

Name: <*>

Title: <*>

Name: <*>

Title: <*>

We have authority to bind the above corporation.

The complete and official copy of this RFP #2020-2166 can be found at no cost on buyandsell.gc.ca

[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: <*>.

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 Consultant shall ensure that Services provided will be assigned to the Assigned Person(s) at the lowest hourly rate(s) who is (are) competent to provide the Services.

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]

The complete and official copy of this RFP #2020-2166 can be found at no cost on buyandsell.gc.ca

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

17. 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. Where the Consultant cannot meet the requirements of the procedure, Services involving Personal Information or other Protected Information will be performed on CDIC’s premises only, using CDIC computer systems exclusively [**or Secure Remote Access (“SRA”) technology as set out below**]. The Consultant shall ensure that no Protected Information is removed from CDIC premises at any time during the term of the Agreement [**except where transmitted using the SRA technology**].

[insert SRA clauses when required]

[CDIC has adopted SRA technology as a means for the secure electronic transmission of designated information, classified up to a Protected “B” level, over the Internet. In order for CDIC to provide SRA accounts to any Assigned Persons, the Consultant agrees that the Consultant shall, in addition to any other term herein, use the SRA technology in accordance with the following terms and conditions:

- (i) CDIC shall designate one or more Assigned Persons to be known as Token

Registration Authorities (“TRAs”) who shall be responsible for coordinating the applications by, and for verifying the identify of, each Assigned Person for whom CDIC agrees to provide an SRA account;

- (ii) CDIC reserves the right to refuse to issue an SRA account to any or all Assigned Persons;
- (iii) TRAs shall be required to complete application forms to obtain their own SRA tokens with the approval of CDIC, together with training to be provided by CDIC concerning the administration of the SRA technology;
- (iv) The Consultant shall require all Assigned Persons with SRA accounts to keep their respective SRA tokens and passwords confidential, and to take all reasonable measures to prevent the loss, unauthorized disclosure, modification or improper use of any SRA token or associated password. The Consultant shall prohibit each Assigned Person from sharing their SRA tokens or associated passwords with any other person.
- (v) The Consultant shall ensure that all CDIC data accessed and modified by the Consultant and its Assigned Persons while using the SRA technology is re-saved only to the CDIC network. The Consultant and its Assigned Persons shall not transfer, save or send any copies of CDIC data to a non-CDIC computer system, nor create hard copies of the data, without the express written consent of CDIC;
- (vi) The Consultant shall immediately advise CDIC if any Assigned Person’s SRA token or associated password is, was or may be compromised or not secure, and shall likewise require Assigned Persons to immediately report any such incidents to the Consultant;
- (vii) The Consultant shall immediately advise CDIC if (a) any Assigned Person ceases to be involved in providing the Services or (b) any of the information contained in an Assigned Person’s SRA application changes or becomes otherwise inaccurate or incomplete;
- (viii) The Consultant acknowledges and agrees that the SRA technology is for the sole use of the Consultant in connection with the delivery of the Services to CDIC. The Consultant shall not permit anyone other than an approved Assigned Person and CDIC to access the SRA technology and related software, or to authenticate SRA passwords in accordance with this Agreement;
- (ix) The Consultant shall ensure that any operating software and computer virus software that is installed on all computer systems to be used by the Assigned Persons in connection with the SRA technology is acceptable to CDIC, and will update or install such software as CDIC may request to maintain the security of the Protected Information. The Consultant acknowledges that if

the software required by CDIC is not installed properly on any computer systems used by Assigned Persons in connection with the Services, then access to the SRA technology and the CDIC network, and any use of the SRA technology, may be denied and will be at the Consultant's risk;

- (x) CDIC reserves the right to revoke or modify any SRA account provided to any Assigned Person at any time, without notice and in its sole discretion, including without limitation if a SRA token or password was, is or is suspected of being compromised, or if an Assigned Person is no longer involved in providing the Services. All SRA accounts shall be revoked by CDIC and all SRA tokens promptly returned by the Consultant when the Agreement between CDIC and the Consultant expires or is terminated, whichever occurs earlier;
- (xi) The Consultant acknowledges that the SRA software is subject to intellectual property licenses and restrictions and agrees to adhere to the terms and conditions outlined in this Agreement concerning the use of such software. In particular, and without limiting the generality of other provisions in this Agreement, the Consultant shall not tamper with, alter, destroy, modify, reverse engineer, decompile, or abuse the SRA software or tokens in any way, nor distribute or use the software or tokens for any purpose other than for dealings with CDIC;
- (xii) The Consultant acknowledges and agrees that it shall be jointly and severally liable with each Assigned Person for any breach of the above terms concerning the use of the SRA software by any such Assigned Person;
- (xiii) The SRA technology, the SRA token, and all information accessible therewith shall constitute Confidential Information for the purposes of this Agreement, and, for greater clarity, the indemnification provisions at Section 10 of the Agreement shall extend such that the Consultant shall indemnify, defend and hold harmless CDIC and the CDIC Indemnitees from and against any Claims that may be made or brought against CDIC as a result of the failure of the Consultant to comply with the above requirements concerning the use of the SRA technology, including without limitation, as a result of:
 - (A) an Assigned Person providing untrue or incomplete information in connection with, or failing to notify of changes or errors in, his or her SRA application;
 - (B) an Assigned Person failing to protect his or her SRA token or associated password, or permitting unauthorized use of same;
 - (C) any unacceptable use or reliance on the SRA system;
 - (D) failing to advise CDIC of a stolen, missing or misused SRA token

or associated password, or the departure of an Assigned Person from their relationship with the Consultant;

(E) failing to comply with any intellectual property or licensing agreements applicable to the SRA software; or

(F) any improper software or operating system setup utilized to access the SRA technology or to access the CDIC network using the SRA technology; and

(xiv) CDIC cannot warrant or represent that the SRA technology will be always available or functional, including without limitation because of events such as system maintenance and repair, or events outside the reasonable control of CDIC, or that occurred without the fault or neglect of CDIC.]

Security Clearance

18. 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.