

REQUEST FOR PROPOSALS (“RFP”)

CDIC RFP #2023-3865

1. Title Managed Web Services

2. Introduction The Canada Deposit Insurance Corporation (“**CDIC**”) has a requirement to establish a contract for a fully managed web hosting service which includes the design and delivery of a scalable and reliable cloud-based hosting environment and Content Delivery Network, as further described in Schedule “A” (Statement of Work).

The top ranked bidder will be invited to enter into negotiations with CDIC to finalize an agreement for the provision of the services in accordance with the process set out in this RFP, and any document referenced by CDIC in this RFP.

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 Chapter Five (Government Procurement) of the Canadian Free Trade Agreement (CFTA).

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:	May 31, 2023
Deadline for Submission of Questions:	June 8, 2023, by 2:00 p.m. Ottawa local time
CDIC Response to Questions:	By June 22, 2023
Deadline for Proposals:	July 4, 2023, by 2:00 p.m. Ottawa local time
Invitation to Presentation:	The week of July 17, 2023
Presentation:	The week of July 31, 2023
Anticipated Ranking and Commencement of Negotiations with top ranked Bidder:	On or about August 4, 2023
Contract Negotiation Period:	Within thirty (30) Business Days
Anticipated Contract Award Date:	On or about September 20, 2023
Proposal Validity Period:	120 days from Deadline for Proposals
Proposal Delivery Address:	procurement@cdic.ca
CDIC Procurement & Contracting Advisor:	Judy Ann Hollander

Note: The RFP timetable is tentative only and may be changed by CDIC at any time.

5. Incorporated Schedules and Forms

In addition to the main body of this RFP, the following schedules and information are incorporated by reference for the following purposes:

Goods and Services Requirements:	See <u>Schedule "A"</u> (Statement of Work)
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>Appendix "C-1"</u> (Technical Offer Submission Form) • <u>Appendix "C-2"</u> (Technical Offer) • <u>Schedule "D"</u> (Financial Offer Requirements and Evaluation) • <u>Appendix "D-1"</u> (Financial Offer Submission Form) • <u>Appendix "D-2"</u> (Financial Offer)
Required Forms:	See the main body of this RFP and <u>Schedule "E"</u> (Required Forms)
Form of Agreement:	See this RFP and <u>Schedule "F"</u> (Form of Professional Services Agreement)
Term of Agreement:	Three (3) year term, plus two (2) consecutive one-year option period(s) <ul style="list-style-type: none"> • Transition In Period: Effective Date of the Agreement to no later than November 30, 2023. • Transition Out Period (if required at CDIC's discretion): Sixty (60) Business Days after notice of termination of the Agreement or sixty (60) Business Days prior to the expiration of the Agreement.

6. Requests for Clarification

- Any request for clarification of the contents of, or interpretation, correction, or questions or concerns relating to this RFP should:
 - be made in writing prior to the Deadline for Submission of Questions
 - be addressed only to the Procurement & Contracting Advisor named above
 - list the RFP number in the subject line; and
 - be addressed by electronic mail to the Proposal Delivery Address.
- Answers to any requests will be made available as written addenda to this RFP.
- 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.
- 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 not be given further consideration. 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 amend and/or re-submit a proposal at any time up to the Deadline for Proposals. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace. 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 electronic format in either English or French to the Proposal Deliver Address as follows:
 - a) arranged so that,
 - i. the "**Technical Offer**", responding to the technical requirements set out in Schedule "C" (Technical Offer Requirements and Evaluation); and
 - ii. the "**Financial Offer**", responding to the financial requirements set out in Schedule "D" (Financial Offer Requirements and Evaluation)

shall be submitted in two (2) 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 the Proposal Delivery Address 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 listed in 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 Appendix "C-1" – Technical Offer Submission Form.

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 (2) 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 (or otherwise exclude a bidder that submitted 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, or currently has a commercial or legal dispute that, in CDIC's sole and absolute discretion, would impair CDIC's ability to enter into the productive business arrangement contemplated by this RFP
 - 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*
 - x) from a bidder on any of the following grounds if there is supporting evidence: (i) bankruptcy or insolvency; (ii) false declarations; (iii) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts; (iv) final judgments in respect of serious crimes or other serious offences; (v) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the bidder; or (vi) failure to pay taxes
 - xi) if, in CDIC's sole and absolute discretion, it contains a mathematical error(s) that results in any discrepancy, inconsistency, vagueness, ambiguity, uncertainty or conflict related to prices.
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.
9. Correct:
 - i) Mathematical errors in Financial Offers.

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 (if applicable), 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).

- 13. Governing Law** This RFP is governed by and construed in accordance with the laws in force in the Province of Ontario, Canada and, subject to the jurisdiction of the Canadian International Trade Tribunal, Ontario courts have exclusive jurisdiction to hear any disputes under this RFP.
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- 14. Resulting Agreements**
1. The resulting agreement 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" (Form of 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,
- except to the extent otherwise agreed following negotiations, if any.
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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) business days of receipt of the notification. The debriefing may be in writing, by telephone or in person.
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- 16. Disclaimer** CDIC makes no representation or warranty as to the accuracy or completeness of any information provided by it in connection with this RFP and disclaims all express and implied representations, warranties, and conditions in connection with this RFP. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scope of the Services. Bidders should make their own investigations, projections and conclusions. Bidders should consult their own advisors to verify independently the information contained in this RFP and to obtain any additional information that they may require, prior to submitting a proposal.
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- 17. No Assumptions or Conditions** All prices contained in the Financial Offer shall be fixed prices and not subject to change after award of an agreement due to incorrect assumptions or conditions made by any bidder, whether or not these conditions or assumptions are stated in the bidder's proposal. To the extent a bidder requires additional information in order to provide fixed prices; the bidder should seek clarifications from CDIC, as described in Section 6 above, as part of this RFP process.
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- 18. General**
1. In the event of any discrepancy, inconsistency or conflicts between the wording of the English or French version of this RFP or any related documents, the wording of the English version shall prevail.
 2. CDIC makes no guarantee of the value or volume of work to be assigned to the successful bidder, if any. The Agreement executed with the successful bidder may not be an exclusive agreement for the goods and/or services. CDIC may contract with others for the same or similar goods and/or services to those described in this 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"**

1. Procurement Process Non-Binding

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- i) 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 legal relationship, contractual rights or obligations whatsoever on any of CDIC or any bidder, save and except related to limitation of liability
- ii) By submitting a proposal in response to this RFP, the bidder acknowledges and accepts that it waives any right to make any claims (in contract, tort, or otherwise) against the other with respect to any part of CDIC's conduct of the RFP process, CDIC's award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP; and
- iii) Bidders should indicate in the proposal those areas they wish to address through the negotiation process, subject to the remaining provisions of this RFP.

2. No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective bidder(s). The successful bidder with whom CDIC will enter into a Contract as a result of this RFP for the purposes of procuring the Services will be identified as the "Consultant" in the resulting agreement. No legal relationship or obligation or contractual rights or obligations regarding the procurement of any good or service will be created between the bidder and CDIC by this RFP process until the successful negotiation and execution of the Contract for the acquisition of such goods and/or services.

3. Non-Binding Price Estimates

Bidder proposals are revocable by bidders. 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 the ranking of bidders, 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).

[END OF MAIN BODY OF RFP]

Schedule “A”**Statement of Work****1. CDIC RFP #2023-3865 Managed Web Services****1.1 DEFINITIONS AND ACRONYMS**

Capitalized terms are either defined below in Schedule “A” and/or in the Professional Services Agreement attached as Schedule “F” to this RFP.

Term	Definition
Account Manager	A single point of contact for CDIC who is knowledgeable and responsible for handling all matters pertaining to the MWS and environment.
Authoring Environment	Environment for web publishers to prepare draft web content into the web content management system for the first time.
Critical Publishing Periods	Time periods in which CDIC prepares material for posting on the main Website and Dark Site which is sensitive in nature and requires enhanced service levels and availability.
Dark Site	A dedicated website subdomain that exists to host sensitive content that is not publicly accessible during normal circumstances. Internal access shall always be possible for requests from the CDIC network.
Data Availability	Recovery time frames expected when a major event renders the CDIC website unavailable. Defined by the Recovery Point Objective and the Recovery Time Objective.
Environment	The physical and virtual hosting infrastructure, networking, access control and associated software of the data centre and Content Delivery Network (CDN).
GIT	Refers to a distributed version control system that tracks changes in any set of computer files, usually used for coordinating work among programmers collaboratively developing source code during software development.
Managed Hosting	A service where the client is not allowed full control over the servers (root access for Linux/administrator access for Windows); however, the client would be allowed to manage its data via FTP or other remote management tools.
Managed Web Service (MWS)	Web hosting model where the supplier is responsible for all aspects of website provision including ongoing software maintenance, upgrades, hosting and security. Software and hardware are fully managed by the supplier through its data centre and cloud hosting services. CDIC is not allowed full control over the servers, network environment or Web Content Management System (WCMS). This model gives CDIC full control and responsibility for content publishing, editing and control of the site design and information architecture.

Term	Definition
Normal Publishing Periods	Standard website operation periods, where increased traffic levels are not expected, and the Dark Site is neither publicly visible nor its launch expected.
Pre-Approved Expenses	The reasonable out-of-town travel, accommodation and living expenses, including all applicable taxes thereon, that are expected to be incurred by the supplier for the purpose of performing the Services and that are pre-approved by CDIC in writing.
Production Environment (Prod)	Business operational area for web solutions & infrastructure, visible to public users. Public users can only see content in this environment.
Protected B	Security categorization used for information or assets that, if compromised, could cause serious injury to an individual, organization or government.
Recovery Point Objectives (RPO)	The target point in time to which data must be restored following an incident.
Recovery Time Objectives (RTO)	The maximum allowable downtime from the onset of a disruption through to the resumption of an acceptable level of operation.
Sandbox Environment	Informal environment for webmaster testing of Cascading Stylesheets (CSS), JavaScript and design changes.
Scalability	The ability of the supplier and environment to adapt to all changes in traffic and website demand to ensure availability consistent with the Service Level Agreement (SLA).
Service Commencement Date	The date at which the Transition-In activities will be completed, and the supplier will be responsible to assume all responsibilities under the resulting Agreement.
Service Level Agreement or SLA	An Agreement that forms part of the resulting Agreement and that defines service levels for quality, performance, availability, and responsibilities.
Staging Environment	User Acceptance Testing (UAT) Environment for web publishers to review, test and validate web content and user experience components and features prior to the actual publishing to the Production Environment.
supplier	The successful bidder, identified as the “Consultant”, with whom CDIC has entered into an Agreement as a result of this RFP.
Transition-In	The period beginning on the Effective Date and continuing until the Service Commencement Date.
Transition-Out	The period during which the supplier is responsible to complete activities to transition services to a third-party upon termination or expiration of the Agreement, as may be required.
Unique Visitor	A Unique Visitor is the number of distinct individuals visiting the website over the course of a certain time period.

Term	Definition
Visits	A visit is defined as a visit to a website where at least one page has been loaded. Visits indicate a continuous process of using a website and should not be confused with the number of visitors, as a visitor may make several visits to the same site.
Website	The bilingual external website of Canada Deposit Insurance Corporation, accessible via its English (cdic.ca) and French (sadc.ca) domains as well as its Dark Site which is occasionally used for crisis messaging.
Web Content Accessibility Guidelines (WCAG) 2.0 Level AA	Widely used guidelines that define how to make Web content more accessible to people with disabilities. AA refers to a particular level of compliance with WCAG 2.0.

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

2. BACKGROUND

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

CDIC's website is managed through a single provider, who is responsible for all components of the website and its environments. This includes WordPress Content Management System (CMS) support, web hosting, content delivery network (CDN), web-application firewall (WAF), cybersecurity and general network connectivity under a MWS model.

Further information on the current website can be found in Schedule "A-1" (Current Website Information).

3. OBJECTIVES

CDIC has a requirement to establish one contract with a single supplier and point of service for the provision of Managed Web Hosting Services, which shall consist of a scalable and reliable cloud-based hosting environment and Content Delivery Network (CDN), incident and security resolution, patching, availability monitoring, configuration and release management, support and ongoing maintenance services.

The objective of this RFP is to select a supplier who will:

- a) Deliver a scalable and reliable hosting environment, including the provision of disaster recovery services;
- b) Deliver enterprise-level WordPress CMS hosting, configured to the needs and functionality required by CDIC as outlined in the Website Requirements section;
- c) Provide environment management services including, but not limited to: security, maintenance, patching, monitoring and issue resolution, service request, capacity, service level, availability and configuration;
- d) Provide project services in the establishment of the CDIC Website on the new hosted platform(s);
- e) Provide services for the ongoing evolution of the infrastructure, suggestions of new technologies and direction of the solution in general;
- f) Provide access to back-up webmaster services; and
- g) Provide access to website design services (optional requirement);

with Transition-In activities to begin immediately following Award, should a new supplier be successful as a result of this RFP, with a target Service Commencement Date of no later than December 1, 2023 as further detailed in Section 5, Transition Project Plan and Deliverables of this Schedule "A".

4. DESCRIPTION OF SERVICES

CDIC expects the supplier to implement the information architecture of the existing CDIC Website and its various environments (e.g., Staging/Development/Sandbox) within its proposed infrastructure. The supplier will manage the entire web service, with the exception of content and design changes, which will continue to be the responsibility of CDIC. CDIC expects initial setup and configuration of its new hosting environment to be operational within (2) months of the contract being awarded.

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

- a) Website hosting services, associated necessary infrastructure and associated software to support and maintain the CDIC Website and its content;
- b) Migration of the information architecture of all CDIC Websites into the supplier's provided architecture; and
- c) If required, the provision services related to the transfer of the CDIC Website, such as technical assistance to assist with migration into a new hosting platform,

as further detailed in this RFP

NOTE TO BIDDERS: Should any bidder's proposal include the subcontracting of any portion of the services, the bidder must clearly identify in its Technical Proposal all proposed subcontractors and provide details of their legal name(s) and responsibilities. Notwithstanding the above, the bidder will be responsible for providing a "single point-of-service" consistent with the Managed Web Service model.

Unless otherwise indicated, the main Website and Dark Site will require the same functionality. During periods of heightened communication needs, and at CDIC's request, the Dark Site is made available to the general public via its subdomains.

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

4.1 WEB CONTENT MANAGEMENT SYSTEM (WCMS) MINIMUM REQUIREMENTS

For greater certainty, the solution shall comply with all requirements of this Statement of Work upon delivery to CDIC. Where any requirements are preceded by the word "should" and the supplier's proposal included these requirements and was accepted by CDIC, the solution shall also comply with any such requirements upon delivery to CDIC.

TECHNICAL REQUIREMENTS

CDIC expects the supplier to implement and manage a modern, scalable, secure and cost-effective WMS solution that is best suited to the business needs, competencies and available staff within CDIC. The supplier shall deliver a managed solution for CDIC's Website within their cloud hosting infrastructure, and meet the requirements as set out in the sections below.

4.1.1 Initial Configuration

WordPress CMS shall be fully configured to allow CDIC to manage its web content on several environments. The supplier shall be responsible for the integration of rules, roles, system configuration and the existing information architecture of the CDIC Website.

4.1.2 Scalability

The CDIC Website must be scalable and able to handle any unexpected increases in traffic and handle current content loads as detailed in Schedule "A-1" (Current Website Statistics).

4.1.3 Accessibility

The CDIC Website (excluding content) shall be capable of conforming to WCAG 2.0 Level AA standards. Ideally, it should be possible to assess the accessibility level of web content within the staging area prior to posting to the Production Environment. Meeting accessibility guidelines will not be a pre-requisite for posting within the CMS, however.

4.1.4 Bilingual Support

The hosting environment must support both CDIC English and French web domains and offer a language toggle on each web page. It should adhere to industry best practices that allow for easy

management of bilingual web content through WordPress, using WordPress Multilingual Plugin (WPML). URL naming conventions shall wholly respect French for the French sections of the Website, and English for the English sections of the Website.

4.1.5 Website Support & Maintenance

It is CDIC's intention that web content will be created and edited primarily by CDIC communications staff. All additional infrastructure, security and patching/upgrades will be the responsibility of the supplier, including the maintenance of CDIC's WordPress installations and plugins.

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

The supplier shall provide access to live support available via email or phone during normal business hours. The supplier's support team must be fluent in the functionality and uses of the platform's features, associate applications, and modules.

4.2 MINIMUM CONTENT MANAGEMENT SYSTEM (CMS) FUNCTIONAL REQUIREMENTS

4.2.1 Remote Access

The supplier shall ensure that access to the WordPress CMS and the ability to replicate (promote content between Authoring, Staging and Production environments) is restricted to authenticated CDIC users only. Remote access to the CMS and replication should be securely provided by the supplier to permit CDIC employees to securely manage site content from outside the CDIC network, where necessary. Two-factor authentication should be used where possible, preferably with Single Sign On (SSO or SAML V2.0) using Microsoft's MFA.

4.2.2 Custom Scripting

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

4.2.3 Roles

CDIC requires three broad internal user types:

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

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

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

- a) Ability to promote content between authoring, staging and production environments, and to backup and restore content;
- b) Secure File Transfer Protocol (SFTP) access to select areas of the hosting environment for the purposes of uploading and removing files as well as editing the design layer of the site;
- c) Ability to control WordPress permissions for other CDIC users; and

- d) Access to GIT code repository for development purposes.

The application layer of the CDIC Website will be managed and controlled by the supplier. CDIC may require additional access for CDIC users from time to time, which the supplier shall provide upon request.

4.2.4 Really Simple Syndicated Feeds (RSS)

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

4.2.5 Site Search

The Website incorporates a third-party search provider, Algolia Search to index its content (with separate English and French result sets), with a failover to the default WP site search.

4.2.6 Version Control

All content pages within CDIC shall incorporate version control (revisions), allowing the webmaster to roll-back or restore up to ten previous versions.

CDIC's code repository will be provided and managed by the supplier. CDIC currently utilizes BitBucket (GIT) for version control and Continuous Integration / Continuous Deployment (CI/CD). The supplier shall provide controlled secured access (encrypted in transit and at rest, isolated from other tenants) to its code repositories (e.g., using Virtual Private Network (VPNs), 2-Factor-Authentication, etc.).

The supplier shall be responsible to review any code changes for vulnerabilities before committing these to CDIC's master repository.

4.2.7 Continuous Integration / Continuous Deployment (CI/CD)

Workflows for continuous deployment are required for development purposes, where code changes to certain repository branches are automatically deployed into specific environments. CI/CD pipelines are to be configured and managed by the supplier to automate development workflow.

4.2.8 Backup and Restore Functionality

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

4.2.9 Multiple Content Drafts / Authoring Environments

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

4.2.10 Promotion of content to Production

CDIC must have the ability to promote individual content pages to production, while leaving other pages in draft (unpublished format). Content promoted to production should be available within 30 seconds on the production server and CDN during critical publishing periods.

4.2.11 Password protected files and pages

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

4.3 HOSTING AND ENVIRONMENT MINIMUM REQUIREMENTS

4.3.1 Target Hosting Environments

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

At a conceptual and logical level, CDIC requires the following environments for the Website and Dark Site instances:

- a) Production;
- b) Staging (web content validation prior to replication to Production, final checks by webmaster) ;
- c) Development (content authoring – draft content); and
- d) Sandbox (Research, proof of layout and design concepts, testing of plugins and 3rd party hosted code).

4.3.2 Availability, Performance and Reliability Requirements

The supplier shall meet the required availability of the Website during standard operations as outlined in Table 1 below.

Table 1: Minimum Service Levels and Uptime Levels for Normal Operations

	Production	Content Staging	Content Authoring and Sandbox
System Availability	99.999%	99.99%	99%
Application Availability	99.95% Extended Service Hours (24 x 7)	99.95% Extended Service Hours (24 x 7)	99% Standard Service Hours (8am – 8pm 5 days/wk)

Incident Response Time	15 minutes	15 minutes	1 hour
Performance	Maximum of 3 second response times for client-side uncached page loads ¹	Maximum of 5 second response times for uncached page loads – front end and administration panel	Maximum of 5 second response times for uncached page loads – front end and administration panel
Backup Frequency	Daily	Daily	Daily

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

During these periods, the Website will experience increases in traffic and visits. The supplier shall provide temporary resources to both support the increased traffic to the site as well as to support CDIC in reliably and quickly releasing the Dark Site and subsequent content changes therein.

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

The supplier shall provide CDIC with an SLA, and have an escalation process in place to correct service levels should they fall outside of the minimum service levels required by CDIC as outlined in Table 1 above, or in the supplier's SLA.

4.3.3 Additional Availability and Recovery Requirements

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

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

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

¹It is expected that the selected supplier's solution will scale over time to continue to meet the needs of CDIC users and traffic.

Table 2: Minimum Recovery Service Levels

The supplier shall meet the following minimum recovery service levels:

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

4.3.4 Critical Publishing Periods

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

A Critical Publishing Period is one where CDIC is publishing to make the Dark Site publicly available and may fall outside of the Normal Publishing Period. The Managed Web Service must provide extended support during these time periods where speed of publishing is critical and heightened web traffic is expected.

CDIC will use best efforts to provide the supplier with a minimum of 2-hours' notice of any upcoming Critical Publishing Period.

4.3.5 Volume and Capacity Requirements

Supplier must be able to meet the following volume and capacity requirements, at a minimum, for the Production Environment:

- a) current content loads as outlined in Schedule A-1;
- b) expected growth in usage of up to 30% each year;
- c) any key peak activity periods for the Website during Critical Publishing Periods, when the Dark Site is live or about to go live;
- d) Must be able to support the activation and deployment of the Dark Site within 120 minutes; and
- e) Must be able to scale to handle any unexpected increase in web traffic. Dynamic scaling would be preferable, though scaling with human intervention is also acceptable providing it can be done within thirty (30) minutes.

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

It is estimated that 500 GB of disk space capacity should be sufficient for current use and future growth over the term of the resulting PSA.

4.3.6 Content Delivery Network

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

The supplier must be capable of enabling and managing a Content Delivery Network (CDN) capable of caching static and dynamic content to offset load to the origin web server and provide the capability to always deliver content globally regardless of the quantity of traffic.

In addition, only the CDN should have access to the Production Environment.

4.4 SECURITY REQUIREMENTS

4.4.1 Mandatory Security Requirements

The supplier shall ensure the following mandatory security requirements are met throughout the term of any resulting Agreement:

- a) All datacentre(s) (including web content) for cloud hosting must be physically located within Canada;
- b) All servers and supporting infrastructure must be contained in facilities where access is granted only to authorised individuals;
- c) Compliance with [ITSG-33](#) and the Government of Canada Security Control Profile for Cloud-based GC IT Services;
- d) The Authoring and Staging environments must be able to securely store documents up to and including “[Protected B](#)”. All documents published on the Production Environment will be considered non-protected or public;
- e) At a minimum, data in the authoring, staging area and code repository must be encrypted in transit and at rest and be isolated (zoned) from other tenants and the production site(s);
- f) At a minimum, all sites must be protected against disclosure, defacement, DDoS attacks, viruses and malware. The supplier shall provide end-to-end security of its hosting services;
- g) At a minimum, access must be restricted to authorized users only based on least privilege and need to know principles; and

4.4.2 General Security Requirements

4.4.2.1 Disclosure and Audit

The supplier must provide full disclosure of all security issues on shared infrastructure and full disclosure of all incidents which could potentially affect CDIC’s web properties.

At mutually agreed upon times, CDIC may engage an auditor to review security at the supplier’s facilities, including physical security, vulnerability assessment, and penetration testing. The supplier will be responsible for addressing any findings from these reviews at no additional cost to CDIC.

4.4.2.2 Logical Access

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

In case of possible intrusions or breaches, legitimate access must be suspended while investigations proceed, to avoid tampering with data or log files that might impair analysis.

4.4.2.3 Roles

Roles must allow CDIC staff to access information using the “least privileges” standard (access restricted to those resources necessary to complete legitimate tasks). CDIC staff must be able to update content through web-based administration tools and Secure Shell (SSH) based file transfer, as agreed with the supplier.

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

4.4.2.4 Data & Reporting

Protection against unauthorised changes is a very high priority for CDIC. CDIC requires detailed log information to be kept in order to expedite problem solving and monitoring. It is critical that the supplier maintain on-line copies of all log files from all services, which includes both hardware and software, for 24 months for review and analysis by authorised CDIC staff. Automated reporting (e.g., daily, weekly, monthly) and reporting dashboards shall be provided when possible.

Reporting shall include and, but not be limited to, the following:

- a) WAF Activity;
- b) Network Security (e.g., security logs, events, other security metrics);
- c) CDN Usage;
- d) Server Access;
- e) Server Errors;
- f) Code Repository Change Logs;
- g) Vulnerability Scan Reports (e.g. for code changes);
- h) SFTP Usage;
- i) WP Platform Monitoring;
- j) SSL Certificate Monitoring;
- k) System & Application Availability Monitoring; and
- l) Technical & Support Requests (e.g. Ticketing System).

CDIC data should be secured and segregated from other client’s data at all times.

4.4.2.5 Retention

Data backup of all environments is required. Each environment should be backed up nightly and have a retention period of one month, after which monthly snapshots are taken and retained for one year.

The backups may contain sensitive information for short periods of time, and it is therefore important to restrict access to the backup media in the same way as access to website data.

4.4.2.6 Network

Network security must adhere to the principle of least access to ports. Firewalls shall only allow the minimum number of ports to be open and only allow access to or from portions of the environment which require access.

4.4.2.7 Monitoring

The supplier must provide a monitoring service to gauge the performance and availability of the Production Environment and address any issues as they arise.

CDIC requires monthly monitoring reports to evaluate environment availability and performance statistics. These reports should include standard metrics such as website availability, application availability, speed and bandwidth, or as otherwise agreed with CDIC.

The supplier shall promptly inform CDIC of any incident which results in an unplanned outage of the CDIC Website. In addition, the supplier shall provide incident reports to CDIC within 24 hours of any serious incident, which result in an unplanned outage of the Website, or the activation of the static site (as outlined in section 2.3.3). These incident reports shall include an explanation of the incident and remediation measures.

The supplier shall manage, install, deploy, and monitor all SSL Certificates related to hosting CDIC's website, its various environments and CDN. A formal change management process for SSL Certificate renewals shall be established by the supplier to notify the proper channels (within CDIC) and ensure a seamless renewal process. Expiration notifications must be sent to CDIC at set intervals of at least 90 days.

4.4.2.8 Software Versions and Patches

The supplier shall be responsible for WordPress maintenance (plugin, theme, core file updates) at an agreed upon frequency (e.g., weekly). Software packages must be maintained and upgraded when security issues are discovered. Patches need to be applied in a reasonable amount of time, determined by the seriousness of the issue addressed by the patch.

4.4.2.9 Secure Coding

The supplier must follow industry best practices for secure coding, including but not limited to the following:

- a) agree to identify and follow a set of secure coding guidelines (such as the WordPress coding standards ([Best Practices | Coding Standards Handbook | WordPress Developer Resources](#)) when completing deliverables identified in the contract. Guidelines shall indicate how code should be formatted, structured, and commented;
- b) agree to use a set of common security control programming interfaces (such as the OWASP Enterprise Security API (ESAPI) (https://www.owasp.org/index.php/Category:OWASP_Enterprise_Security_API)). Common security control programming interfaces shall define how security controls must be called and how security controls shall function;
- c) All security-relevant code shall be thoroughly commented. All code shall be reviewed against the security requirements and coding guideline before it is considered ready for unit test;
- d) The software shall not include any of the flaws described in the current "OWASP Top Ten Most Critical Web Application Vulnerabilities" (<https://owasp.org/Top10/>); and
- e) warrant that the software shall not contain any code that does not support a software requirement and weakens the security of the application, including computer viruses, worms, time bombs, back doors, Trojan horses, Easter eggs, and all other forms of malicious code.

4.4.2.10 Background checks and training

The supplier must complete pre-employment screening for any of the supplier resources assigned to supporting the CDIC account and must provide adequate training to support clients.

5 TRANSITION PROJECT PLAN AND DELIVERABLES

5.1 Transition-In:

Transition-In activities shall begin immediately after Award should a new supplier be successful as a result of this RFP and shall be completed no later than November 30, 2023.

Transition-In shall include, but not be limited to, the following:

- a) The supplier will be expected to have all hosting environments, CDN, security solutions (incl. WAF) and WordPress CMS configured within two (2) months of the contract being awarded, (the “**Service Commencement Date**”).

As at December 1, 2023 (the “**Service Commencement Date**”), the supplier will assume all responsibilities and obligations under the Agreement, including, but not limited to:

- a) The switch from the current hosting provider to a new one is expected to be seamless for CDIC employees and public web users.

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

CDIC responsibilities during the project shall include the following:

- a) At the beginning of the project, and as additionally requested by the supplier during such timeframe, the CDIC webmaster will provide the supplier with a database/file export, which shall consist of data records and the database schema.
- b) CDIC will conduct user acceptance testing (“UAT”) of the CDIC Website hosted on the new web hosting platform and give final approval.
- c) Two weeks prior to the site launch, CDIC will provide all URLs from the CDIC Website that require re-directs to URLs.

5.2 Transition-Out:

Beginning on the earlier of: (i) notice of termination of the Agreement, and (ii) sixty (60) Business Days prior to the expiration of the Agreement, the supplier shall initiate its transition-out process, and will work with CDIC and provide quality support to transition some or all of the services to a new supplier, if applicable, (whether CDIC or a third-party) as may be required and determined by CDIC, and will maintain the ongoing delivery of operational services until Transition-Out has been completed.

5.3 Training and Documentation

The supplier shall deliver a user guide and training for the CMS. Timing, content, and agenda of training will be determined with CDIC’s input and approval. Training shall be delivered online and/or by conference call. The training shall include the following deliverables, at a minimum:

- a) CMS user guide for entire site management;
- b) Up to two days of training for at least two CDIC resources (including webmaster) on how to use WordPress CMS and environments on in its new architecture; and
- c) The selected supplier shall provide training and technical documentation in English to allow for CDIC to manage its day-to-day responsibilities regarding content management, and to better understand the final infrastructure configuration of the WMS. From time to time, CDIC may request additional training at its own expense.

6 OTHER REQUIREMENTS

6.1 Web Publishing Services

CDIC may on occasion require additional support from the supplier, which may include:

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

6.2 Related Services

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

7. ADDITIONAL AS AND WHEN REQUIRED SERVICES

The supplier shall provide additional services as and when required which may include:

- a) Additional Bandwidth; and
- b) Backup webmaster and publishing services on behalf of CDIC

8. CDIC RESPONSIBILITIES

CDIC will ensure the supplier has access to CDIC employees and follow-up will be coordinated with CDIC employees.

9. LOCATION OF WORK

The supplier is expected to work from its premises; however, resource augmentation services may require that resources work from CDIC offices, provided it complies with guidance from the local public health authority.

The supplier's key resources assigned to CDIC will be required to participate in meetings with CDIC, either by telephone, virtually, or in person at CDIC headquarters in Ottawa, Ontario.

No Personal Information or other Confidential Information may be transferred to any third party or transferred outside of Canada as further detailed in Appendix B (Confidentiality, Privacy, Conflict of Interest and Security) of Schedule "F" (Form of Professional Services Agreement).

10. WORK HOURS

Specific work hours for the services will generally be within the following timeframe:

- a) Primary Hours: 7-hour day (or portion thereof), between the hours of 8 a.m. to 6 p.m., Monday to Friday (except Statutory Holidays); and

- b) Off-Hours: CDIC anticipates that there may be some requirements for service delivery outside of the primary hours described above. Such requirements may arise as a result of critical project deadlines or other requirements. CDIC will provide reasonable advance notice of any such requirement. Any service delivery authorized by CDIC to be completed outside of the primary hours described above will be paid on the basis of hours actually worked, in accordance with the rates/pricing set out in the Professional Services Agreement (as accepted by CDIC), with no allowance for over-time.

11. TRAVEL AND LIVING

All travel must be pre-authorized by CDIC in writing.

12. OFFICIAL LANGUAGES REQUIREMENT

All deliverables shall be in English. CDIC will be responsible for the translation of any deliverables from English to French.

Some requirements may require bilingual resources. In such cases, the supplier shall provide resources fluent in both official languages and otherwise in accordance with the *Official Languages Act*. CDIC will specify any language requirement in advance.

13. SECURITY CLEARANCE

It is a mandatory requirement for all supplier resources (including any subcontractors) to (i) be legally entitled to work in Canada and (ii) to possess a valid security clearance granted by the Industrial Security Program of Public Works and Government Services Canada at the Reliability Status level, at a minimum, to perform any work under any resulting agreement.

Supplier resources who do not have a valid security clearance at the required level or higher will need to obtain the required security clearance prior to commencement of any Services.

END OF SCHEDULE "A" (STATEMENT OF WORK)

Schedule “A-1”

Current Website Information

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

Overview:

- Approximately 1.6M sessions were served in 2022.
- 134,000 average monthly sessions on origin server, with a peak of 182,000 per month.
- 3.3 million total page views in 2022.
- 278,098 average monthly page views in 2022.

CDN bandwidth usage (last 3 months):

- 1.43TB transferred.
- 178.4 million hits with a peak of 35 hits per second.
- 2.065 million page views with a peak of 5.6 page views per second.

Physical Disk Space used by CDIC Website (per environment):

WordPress (PHP8): 1.5GB (core, uploads, plugins and theme files)
Database (MySQL): 100MB

Website Content:

Total number of PDFs on the production site: 800 English and 600 French
Approximate number of content pages on the production site: 600 English and 600 French

Content Management System: WordPress 6

The above information is accurate as of the Date of Issuance of this RFP and is subject to change without notice.

[END OF SCHEDULE “A-1” (CURRENT WEBSITE INFORMATION)]

Schedule “B”

Evaluation and Selection Process

1. 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

- A. 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.
- B. If a proposal fails to satisfy any of the Mandatory Requirements, CDIC may issue the bidder a rectification notice identifying the deficiencies and providing the bidder an opportunity to rectify the deficiencies. If the bidder fails to satisfy the Mandatory Requirements within the Rectification Period, its proposal will be rejected and will receive no further consideration. The Rectification Period will begin from the date and time that CDIC issues a rectification notice to the bidder. The Mandatory Requirements are set out in Schedule “C” (Technical Offer Requirements and Evaluation).

The Bidder’s response to the notice should identify in each case the Mandatory Requirement to which it is responding, including identifying in the corresponding section of the original Technical Offer, the wording of the proposed change to that section, and the wording and location in the bid of any consequential changes that necessarily result from such changes. Any changes to the bid submitted by the Bidder other than as permitted by the notice will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this RFP in response to the notice will replace, in full, only that part of the original Technical Offer as permitted in this Step 1 B. Additional or different information submitted during Step 1 B will be considered as included in the Technical Offer but will be considered by CDIC in the evaluation of the Technical Offer at Step 1 only for the purpose of determining whether the Technical Offer meets the Mandatory Requirements. It will not be used at any other Step of the evaluation process to increase any score that the Technical Offer would achieve without the benefit of such additional or different information. CDIC will determine whether the bid is responsive for the requirements reviewed at Step 1, considering such additional or different information or clarification as may have been provided by the bidder in accordance with this Step 1 B. If the Technical Offer is not found responsive for the requirements reviewed at Step 1 B to the satisfaction of CDIC, then the Technical Offer shall be considered non-responsive and will receive no further consideration.

The Mandatory Requirements are set out in Schedule “C” (Technical Offer Requirements and Evaluation).

Step 2: Evaluation of Rated Requirements – 100 Points (50% weight factor)

Technical Offers will be evaluated against the Rated Requirements, as outlined in Appendix “C-2” (Technical Offer). 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.

Bidders must achieve a minimum Technical Score of 70 points out of 100 points in order to receive further consideration.

At the end of this Step 2 (Evaluation of Rated Requirements), CDIC will establish a shortlist of the top four (4) bidders that achieve a Technical Score of at least 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 (30% weight factor)

Shortlisted bidders will be required to make a presentation which will be assigned a score for each presentation rated requirement as outlined in Section 5 of Schedule “C” (Technical Offer Requirements and Evaluation) to establish a Step 3 “**Presentation Score**”. This presentation will be scheduled following the Evaluation of Rated Requirements and will take place virtually, at CDIC’s discretion. 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. The maximum Presentation Score is 100 points. Bidders must achieve a minimum Presentation Score of 70 points in order to be given further consideration and proceed to Step 4.

Step 4: Evaluation of Financial Offer – 20 Points (20% weight factor)

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

Step 5: Ranking of Bidders

Bidders will be ranked in order of highest Weighted Score. The top-ranked bidder will receive a written invitation to enter into direct contract negotiations to finalize the Professional Services Agreement with CDIC (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 example below illustrates how the highest Weighted Score will be calculated.

The Technical Score will be calculated by dividing each bidder’s Technical Score by the maximum Technical Score of 100 points and then multiplying by the specified weighting factor of 50.

The Presentation Score will be calculated by dividing each bidder's Presentation Score by the maximum Presentation Score of 100 points and then multiplying by the specified weighting factor of 30.

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 of 20.

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

Highest Weighted Score				
Highest Combined Rating Technical Score fifty percent (50%), Presentation Score ten percent (30%) and Financial Score thirty percent (20%)				
	Technical Score	Presentation Score	Financial Score	Best Value
Bidder A	$90/100 \times 50 = 45$	$85/100 \times 30 = 25.5$	$\$650,000/\$675,000 \times 20 = 19.26$	$45 + 25.5 + 19.26 = 89.76$
Bidder C	$91/100 \times 50 = 45.5$	$90/100 \times 30 = 27$	$\$650,000/\$750,000 \times 20 = 17.33$	$45.5 + 27 + 17.33 = 89.83$
Bidder D*	$85/100 \times 50 = 42.5$	$92/100 \times 30 = 27.6$	$\$650,000/\$650,000 \times 20 = 20.00$	$42.5 + 27.6 + 20.00 = 90.1$

*In this example Bidder D would be the top ranked bidder invited to enter into direct contract negotiations. This example is for illustrative purposes only, any differences between this example and the values set out in this RFP are intentional.

In the event of a tie in the Weighted Score, CDIC will give the higher ranking to the bidder with the higher score for Rated Requirement 6. Website Hosting and Environment Requirements, set out in Appendix "C-2" (Technical Offer).

THE TOP RANKED BIDDER WILL BE IDENTIFIED BY CDIC IN ACCORDANCE WITH THE ABOVE, AT WHICH POINT THE RFP WILL BE AT AN END.

THE EVALUATIONS UNDER THIS RFP AND THE PRECEDING STEPS IN THIS RFP, AND ANY SCHEDULE UNDER THIS RFP ARE SOLELY FOR THE PURPOSES OF ESTABLISHING A TOP RANKED BIDDER WITH WHOM TO ENTER INTO NEGOTIATIONS AND NOTHING SHALL LIMIT CDIC'S ABILITY TO NEGOTIATE AND TO CONCLUDE AN AGREEMENT WITH THE TOP RANKED BIDDER (OR SUCCESSIVE RANKED BIDDERS) ON TERMS, COMMITMENTS OR PRICES DIFFERENT FROM THOSE IDENTIFIED IN THIS RFP, ANY SCHEDULE UNDER THIS RFP OR THE TOP RANKED BIDDER'S PROPOSAL PROVIDED THE ABOVE WOULD NOT HAVE CHANGED THE TOP RANKED BIDDER'S RANKING AS A RESULT OF THE RFP PROCESS.

Step 6: Negotiations

1. No Contract until Execution of Written Agreement

Negotiations between CDIC and any bidder will not constitute a legally binding offer to enter into a contract on the part of CDIC. For greater certainty, there will be no legally binding contract or relationship created with any bidder prior to the execution of a written agreement. The terms and conditions attached as Appendix "A" to Schedule "F" (Form of Professional Services Agreement) are to form the basis for commencing negotiations between CDIC and the top ranked bidder. The scope of negotiations and the process of negotiations will be determined by CDIC and will be identified in a document provided to the top ranked bidder before the negotiation process commence. Without limiting the foregoing, negotiations may include requests by CDIC for supplementary information from the bidder to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by CDIC for improved pricing or performance terms from the bidder.

2. Time Period for Negotiations

CDIC intends to enter into negotiations and finalize an agreement with the top-ranked bidder within a maximum of thirty (30) Business Days commencing from the date CDIC invites the top-ranked bidder to enter negotiations. A bidder invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Schedule "C" (Technical Offer Requirements and Evaluation), provide requested information in a timely fashion and conduct its negotiations expeditiously.

3. Failure to Enter into Agreement

Bidders acknowledge and agree that CDIC does not represent or warrant that they will be able to conclude an agreement and has no obligation to conclude an agreement. If the parties cannot conclude negotiations and finalize the agreement for the Services, CDIC may determine at any time, in its sole and absolute discretion to discontinue negotiations with the top-ranked bidder and may invite the next-best-ranked bidder to enter into negotiations. This process will continue until an agreement is finalized, until there are no more bidders remaining that are eligible for negotiations or until CDIC elects to cancel the RFP process.

4. Notification of Negotiation Status

Other bidders that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked bidder.

[END OF SCHEDULE "B" (EVALUATION AND SELECTION PROCESS)]

Schedule “C”**Technical Offer Requirements and Evaluation****1. Technical Offer Requirements and Instructions to Bidders**

- 1.1 Technical Offers must include duly completed Appendix “C-1” (Technical Offer Submission Form) and Appendix “C-2” (Technical Offer), as set out in Schedule “E” (Required Forms).
- 1.2 The Technical Offer should not exceed seventy-five (75) pages in length, each page being typed in Arial twelve (12) point font, with one-inch margins on paper sized eight-and-one half inches by eleven inches (8 ½“x 11”).
- 1.3 Bidder’s references to a URL that requires CDIC to download or access information from an internet site to validate or provide further detail for any of the requirements will not be accepted. The information will not be considered to determine if the requirement(s) has been met or to award points, as applicable.

2. Pre-Conditions of Award

N/A

3. Mandatory Requirements

- 3.1 Bidders must provide the Mandatory Requirements listed in Schedule “E” (Required Forms).
- 3.2 Bidders must provide a response of “MET” or “NOT MET” for each Mandatory Requirements listed below in Appendix “C-2” (Technical Offer) and should also substantiate compliance with a certification statement and reference to attached documentation. Bidders should ensure all supporting comments or documents are clearly referenced as these will be used to validate compliance.

Mandatory Requirements	Required information from bidder
M1.	Bidder must certify and provide documentation in the form of an SLA to demonstrate how it meets or exceeds CDIC’s requirements as outlined in <u>Schedule “A”</u> (Statement of Work).
M2.	Bidder must certify and provide documentation in the form of a SOC 2 Type 2 report AND/OR an ISO27001/27002 Report relevant to the services outlined in the RFP to demonstrate that it operates in accordance with a risk management framework that ensures the efficacy of information security and privacy controls in place and demonstrates: (i) Any CDIC data collected by bidder, its personnel or any subcontractors will only be stored in Canada. (ii) Data at rest resides in Canada only; AND (iii) Data in transit and at rest is encrypted with the latest encryption standards at all times.
M3.	The bidder must certify and provide evidence that its proposed solution aligns with ITSG-33 and the Government of Canada Security Standards in the form of a recent Threat and Risk Assessment (TRA) results OR security audit results with evidence of Protected B Medium Integrity Medium Availability (PBMM) Control Profile.

4. Rated Requirements

- 4.1 Technical Offers will be evaluated against the Rated Requirements identified in Appendix "C-2" (Technical Offer). All required information must be provided in Appendix "C-2" (Technical Offer).
- 4.2 CDIC will evaluate the bidder's Technical Offer and Presentation and assign points based on how the bidder demonstrates its knowledge and experience in response to the Rated Requirements using the scoring methodology below:

Score	Rationale
5	Fully meets and/or exceeds CDIC's requirement. No weaknesses exist. A comprehensive response with no significant gaps.
4	Very Good, substantially meets CDIC's requirement. Strengths exceed weaknesses, and weaknesses are easily correctable.
3	Acceptable, meets the basic requirement of CDIC. There may be strengths or weaknesses, or both. Weaknesses do not significantly impact the requirements and are correctable.
2	Marginal, falls short of meeting the basic requirement of CDIC. Weaknesses exceed strengths and will be difficult to correct.
1	Unacceptable, minimal response, e.g., statement of compliance with no substantiation. Noted deficiencies are expected to be very difficult to correct or are not correctable
0	Unresponsive, no relevant response / unsatisfactory.

For clarity, all requested information should be provided in Appendix "C-2" (Technical Offer).

5. Presentation Requirements and Instruction to Bidders

In accordance with Step 3 of the Evaluation Process, shortlisted bidders will be invited to complete a Presentation via *MS Teams*, in accordance with the dates on Page 1 of this RFP unless otherwise communicated to bidders by CDIC. CDIC shall confirm the date and time of the Presentation at least five days in advance of the Presentation by email, at which time, shortlisted bidders shall respond to the invitation for the scheduled date and time. Key members of the bidder's proposed solution should participate in the Presentation, including the dedicated Account Manager.

The Agenda for the Presentation is as follows:

No.	Agenda Item	Maximum Time Allotted
1.	Introduction	5 minutes
2.	Mock Engagement Scenario	30 minutes
3.	CDIC Questions	15 minutes
4.	CDIC Clarification Period	10 minutes

All Presentations will be evaluated against the following Rated Presentation Requirements:

No.	Rated Presentation Requirement	Instructions and Specifications for Bidders	Maximum Points
P1.	Introduction	Bidder should introduce key members of their proposed team and their respective roles. No points will be assigned if the proposed Account Manager is not present for the complete Presentation.	10 Points
P2.	Mock Engagement Scenario	The bidder should prepare an oral presentation to respond to a mock engagement provided to the bidder by CDIC. The bidder will have a maximum of 30 minutes to deliver the presentation which should demonstrate the bidder's proposed approach, including at a minimum: <ul style="list-style-type: none"> i) describing the proposed approach, methodology and project plan; ii) outlining a course of action and potential risks; and iii) allocation of resources 	60 Points
P3.	CDIC Questions	The bidder should provide accurate, persuasive, and realistic answers to questions immediately.	25 Points
P4.	CDIC Clarification Period	Bidder should respond to CDIC questions with respect to any part of their Technical Offer or Presentation or response to CDIC questions, and provide accurate, convincing, and relevant answers to questions immediately.	5 Points
Total Maximum Points			100 Points

The Mock Engagement Scenario will be provided to bidders shortlisted to the Presentation stage.

END OF SCHEDULE "C" (TECHNICAL OFFER REQUIREMENTS AND EVALUATION)

Appendix "C-1"**Technical Offer Submission Form**

INSTRUCTIONS TO BIDDERS: The Technical Offer Submission Form shall be completed and accompanied by **Appendix "C-2"** (Technical Offer).

TECHNICAL OFFER

LEGAL NAME OF BIDDER: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE: _____

EMAIL: _____

TITLE: **Managed Web Services**

SOLICITATION NUMBER: **CDIC RFP #2023-3865**

1. The undersigned, as the authorized representative of the bidder (hereinafter referred to as the "**Bidder**") hereby offers to the Canada Deposit Insurance Corporation ("**CDIC**") all necessary goods, services, labour, superintendence, supplies and facilities, and pursuant to the above solicitation, warrants and certifies:

- (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.

2. Ability to Provide Deliverables

The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Services required. The Bidder represents and warrants its ability to provide the Services in accordance with the requirements of the RFP for the rates set out in its proposal.

3. Acknowledgment of Non-Binding Procurement Process

The Bidder acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a contract, a bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CDIC and the Bidder unless and until CDIC and the Bidder execute a written agreement for the Services.

4. No Prohibited Conduct

The Bidder declares that it has not engaged in any conduct prohibited by this RFP.

5. Conflict of Interest

The Bidder must declare all potential Conflicts of Interest. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of CDIC within twelve (12) months prior to the Deadline for Proposals.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or potential Conflict of Interest:

6. Disclosure of Information

The Bidder hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this proposal by CDIC to the advisers retained by CDIC to advise or assist with the RFP process, including with respect to the evaluation this proposal.

By signing this Form the Bidder represents that the above information is true as of the date indicated below and will continue to be true for the duration of any resulting Contract. Bidder understands that the certifications provided to CDIC are subject to verification at all times, and further understands that CDIC will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the solicitation or contract period. CDIC reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by CDIC will constitute a default under any resulting Contract.

Signature

Date

Print Name

Title

I have authority to bind the Bidder.

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

.

[END OF APPENDIX "C-1" (TECHNICAL OFFER SUBMISSION FORM)]

Appendix "C-2"**Technical Offer**

INSTRUCTIONS TO BIDDERS: The bidder must not alter the format of the table below in any way, other than to remove highlighted text and add hard returns to provide responses. Columns and rows are not to be added or deleted. The maximum number of words is a guideline, only but should be adhered to where possible.

Mandatory Requirements – Pass or Fail			
Bidder must provide these details as part of its Technical Offer.			
Bidder's response(s) will be evaluated on a Pass or Fail basis.			
Bidder's Legal Name: _____			
M1.	Bidder must certify and provide documentation in the form of a Service Level Agreement (SLA) to demonstrate how it meets or exceeds CDIC's requirements as outlined in <u>Schedule "A"</u> (Statement of Work).	Location where certification statement and supporting documentation can be found in bidder's Technical Offer: Page: Document Name:	____ MET ____ NOT MET
M2.	Bidder must certify and provide documentation in the form of a SOC 2 Type 2 report AND/OR an ISO27001/27002 Report relevant to the services outlined in the RFP to demonstrate that it operates in accordance with a risk management framework that ensures the efficacy of information security and privacy controls in place and demonstrates: (i) Any CDIC data collected by bidder, its personnel or any subcontractors will only be stored in Canada. (iii) Data at rest resides in Canada only; AND (iii) Data in transit and at rest is encrypted with the latest encryption standards at all times.	Location where certification statement and supporting documentation can be found in bidder's Technical Offer: Page: Document Name:	____ MET ____ NOT MET
M3.	The bidder must certify and provide evidence that its proposed solution aligns with ITSG-33 and the Government of Canada Security Standards in the form of a recent Threat and Risk Assessment (TRA) results OR security audit results with evidence of Protected B Medium Integrity Medium Availability (PBMM) Control Profile.	Location where certification statement and supporting documentation can be found in bidder's Technical Offer: Page: Document Name:	____ MET ____ NOT MET

1. Bidder Information – (Not Rated)

While no points will be awarded for the following information in this section 1., the bidder should provide these details as part of its Technical Offer.

Bidder’s Legal Name: _____

a) Bidder’s Legal Name:	[Insert legal name]
b) Number of years the bidder has been in business, as applicable.	[(i)Insert years in business in Canada] [(ii)Insert years in business outside Canada], as applicable.
c) Describe the number of employees employed by the bidder (identify the number of full-time, part-time and contract personnel). This should include the number of employees in Canada, and the number of employees outside Canada, as applicable.	
(Maximum 500 words)	
d) Does your organization have any immediate plans to move to a new solution within the next year? If yes, please provide details. How would this affect this installation/service?	
(Maximum 500 words)	
e) A brief overview and history of the bidder’s company, including any parent companies, subsidiaries, affiliates, and other relevant ownership details, including any acquisitions or divestitures over the last ten (10) years.	
(Maximum 500 words)	
f) Provide the head office and branch locations, specifically identifying the location from which the services will be managed. Bidder should provide a list of physical offices in Canada and a list of physical offices outside of Canada, as applicable.	
(Maximum 500 words)	

Evaluations of the proposals received shall be based solely on the information contained therein and not on past or present commercial exchanges or interactions between CDIC and the bidders with regards to other services, including other agreements and any incumbent.

2. Rated Requirements – (Maximum Total Points - 100)

Bidders should provide the following information in this section 2. as part of its Technical Offer.

Bidder's Legal Name: _____

RR 1. Managed Web Services Reference Engagement Projects (Maximum 20 Points)

Bidder should provide two (2) references providing a Managed Web Service and Content Delivery Network (CDN) and WordPress Development Services completed for external clients, *excluding CDIC*, similar in scope to that outlined in Schedule "A" (Statement of Work).

At least one (1) of the reference projects should be for a bilingual or multilingual government site implementation.

The following should be included, at a minimum, for each reference:

- a) Name of client organization for whom the services were provided.
- b) Client organization industry/sector.
- c) Demonstrate an understanding of the client's needs and goals with a brief description of the Managed Web Service and CDN provided, and that WordPress was successfully installed.
- d) A brief description of any issues, mitigation strategies and success factors; and
- e) The start and end date (year and month) of the engagement.

In addition, while no points will be awarded for the information indicated below, the bidder should provide for each of the references, at a minimum, the following:

- a) Client reference contact information (including name and title of contact, email and telephone number) to whom the bidder reported to for the engagement.

By providing such referenced, bidder is deemed to consent to CDIC contacting those references for the purpose of validating the information provided. This information will be treated as confidential and used only by CDIC to validate the information above, as required.

The reference project should have been completed within three (3) years prior to the Proposal Submission Deadline.

The bidder will be evaluated based on the following criteria:

- a) Relevance of the reference, similarity of scope to CDIC's needs, as described in Schedule "A" (Statement of Work), and the description of the Managed Web Services and CDN provided.
- b) The reference project description shows an understanding of the client's needs and project goals.
- c) The bidder demonstrates that a successful process was in place throughout the reference project.
- d) The bidder describes any issues that arose during the execution of the project and how they were addressed; and
- e) WordPress was successfully installed and customized in accordance with the requirements of the client.

A1. Reference #1 (Maximum 10 Points)		
	Name of Client:	
	Industry/Sector:	
	Commencement Date:	[mm/yyyy]
	Completion Date:	[mm/yyyy]
	Client Contact Name:	
	Title/Role:	
	E-mail Address:	
	Telephone Number:	
	Relevant Experience:	<p>The reference should include, at a minimum a brief description of the Managed Web Services and CDN provided; an understanding of the client's needs and project goals; any issues that arose during the execution of the project and how they were addressed; success factors; and WordPress was successfully installed and customized in accordance with the requirements of the client.</p> <p><i>(Maximum 500 words.)</i></p>
A2. Reference #2 (Maximum 10 Points)		
	Name of Client:	
	Industry/Sector:	
	Commencement Date:	[mm/yyyy]
	Completion Date:	[mm/yyyy]
	Client Contact Name:	
	Title/Role:	
	E-mail Address:	
	Telephone Number:	
	Relevant Experience:	<p>The reference should include, at a minimum a brief description of the Managed Web Services and CDN provided; an understanding of the client's needs and project goals; any issues that arose during the execution of the project and how they were addressed; success factors; and WordPress was successfully installed and customized in accordance with the requirements of the client.</p> <p><i>(Maximum 500 words.)</i></p>
RR 2. Approach and Methodology to Project Management (Maximum 5 Points)		
<p>The bidder should include a detailed description of its proposed processes for implementing the Website into its infrastructure.</p> <p>The bidder should provide a workflow diagram and high-level project plan demonstrating how it meets CDICs requirements and the deliverables outlined in <u>Schedule "A"</u> (Statement of Work), including but not limited to its proposed timeline and project milestones.</p> <p>The bidder's response will be evaluated based on the degree to which it addresses and meets CDIC's requirements as described in <u>Schedule "A"</u> (Statement of Work) in each of the following areas:</p> <p>a) business requirements gathering</p>		

- b) configuration of WordPress CMS to meet CDIC business needs
- c) quality control
- d) launch and implementation process; and
- e) email, telephone, and/or web-based support, with 24/7 availability in cases of priority emergencies.

The bidder's response will be evaluated based on the degree to which it addresses and meets the approach and methodology to project management.

A2. (Maximum 500 words)

RR 3. Business Process for Dark Site (Maximum 15 Points)

The bidder should describe and explain its recommended solution, including aspects of security, for allowing CDIC to publish to and make available its Dark Site.

The bidder should address:

- a) keeping Dark Site and authoring content hidden from the public when not in use
- b) built-in safeguards to reduce the risk of posting an incorrect iteration of content pages (e.g., drafts) and accidentally exposing the dark site publicly.
- c) the process and typical timelines involved in making the Dark Site accessible to the public, when required by CDIC; and
- d) the process and typical timelines involved in testing the dark site functionality and workflows for preparation of Critical Publishing Periods)

The bidder's response will be evaluated based on the degree to which it addresses and meets CDIC's requirements as described in Schedule "A" (Statement of Work).

A3. (Maximum 500 words)

RR 4. Web Content Management System (WCMS) Functional Requirements (Maximum 10 Points)

The bidder should describe how the proposed solution meets the following Functional Requirements, as outlined in Section 4.1 of Schedule "A" (Statement of Work).

The bidder should specifically address the following requirements:

- a) Remote Access
- b) Custom Scripting
- c) Roles
- d) Syndicated Feeds
- e) Multiple Page Drafts & Authoring Environments
- f) Password Protected Files & Pages
- g) Version Control & CI/CD
- h) Backup & Restore Functionality; and
- i) Promotion of Content to Production

The bidder's response will be evaluated based on the degree to which it addresses and meets CDIC's requirements as described in Schedule "A" (Statement of Work).

A4. (Maximum of 500 words.)

RR 5. Content Management System (CMS) Technical Requirements (Maximum 10 Points)

The bidder should describe how the proposed overall solution meets the CMS Technical Requirements, as outlined in Section 4.2 Functional Requirements of Schedule "A" (Statement of Work).

The bidder should specifically address the following requirements:

- a) Initial Configuration
- b) Scalability
- c) Accessibility
- d) Bilingual Support
- e) Website Support & Maintenance

The bidder's response will be evaluated based on the degree to which it addresses and meets CDIC's requirements as described in Schedule "A" (Statement of Work).

A5. (Maximum of 500 words.)

RR 6. Website Hosting and Environment Requirements (Maximum 10 Points)

The bidder should provide a detailed description of the following:

- a) proposed authoring, staging and production environments for the Website (including the Dark Site). The bidder's description should be technical in nature (hardware, software, load balancing, etc.)
- b) proposed process for the transition of content from authoring to staging and production environments, including expectations of CDIC staff in this process; and
- c) meet the requirement for the environments to be secured. The description should include, data residency, physical security of the proposed data center as well as technical details on network and server security to prevent unauthorized access and protect against cyber security threats (i.e., risk management framework, ITSG-33 and Protected B).

The bidder's response will be evaluated based on the degree to which it addresses and meets CDIC's requirements as described in Schedule "A" (Statement of Work).

A6. (Maximum of 500 words.)

RR 7. Environmental, Social and Governance– (Maximum Points – 5)

Bidder should clearly describe its approach to including environmental, social and governance considerations in its operations and in the delivery of Services, by describing, at a minimum, the following elements in its response:

- a) Hiring practices in support of diversity, inclusion and equity;
- b) Measures taken to identify and remove barriers and increase accessibility for persons with disabilities; and

c) Practices and/or measures taken in support of the environment, including reducing its organization’s carbon footprint and green procurement.

The bidder’s response will be evaluated based on the degree to which it addresses environmental, social and governance considerations.

A7. (Maximum of 500 words.)

RR 8. Service Levels – (Maximum Points – 10)

The bidder and should demonstrate how its proposed SLA addresses CDIC’s requirements as outlined in Schedule “A” (Statement of Work) including the following at a minimum:

- a) Process and detailed steps to managing and tracking issues, implementing corrective actions, issue escalation, change requests, reporting metrics and Service Level Agreement performance.
- b) managing maintenance and security patches or updates to web hosting infrastructure and associated software
- c) monitoring the health and state of the bidder’s infrastructure and associated software to support and maintain the website and WordPress CMS, and reporting to CDIC
- d) performing daily incremental, weekly and monthly back-ups, retention policies; and
- e) website restoration

The bidder’s response will be evaluated based on the degree to which the proposed SLA meets or exceeds CDIC’s requirements.

A8. (Maximum of 500 words.)

RR 9. Technical Specifications – (Maximum Total Points - 15)

The bidder must certify and provide evidence that its proposed solution aligns with the following technical specifications as outlined in Schedule “A” (Statement of Work).

The bidder’s response will be evaluated based on the degree to which the bidder successfully addresses and meets CDIC’s requirements by indicating the location where certification statement and supporting documentation can be found in bidder’s Technical Offer.

Where the bidder does not indicate the location of a certification statement and supporting documentation in the Technical Offer, the bidder will receive a score of 0 points.

Reference to SOW	Requirement	YES / NO	Bidder Response - Proposal Reference	Points
4.2.7	Continuous Integration / Continuous Deployment: CI/CD pipelines are to be configured and managed by the supplier to automate development workflow.			1
4.3.2	Availability, Performance and Reliability Requirements: Meet the			3

	availability of the Website during standard operations as in Table 1. During Critical Publishing Periods, necessitate the activation of the Dark Site. Provide temporary resources to support the increased traffic and releasing of the Dark Site and subsequent content changes.			
4.3.3	Additional Availability and Recovery Requirements: The Authoring, Staging and Production environments are required to be 'active-active' in a multi-datacenter-site configuration, or equivalent setup. Meet the minimum recover service levels as in Table 2.			2
4.3.4	Critical Publishing Periods: The Managed Web Service must provide extended support during time periods where speed of publishing is critical and heightened web traffic is expected.			2
4.3.6	Content Delivery Network: Content Delivery Network delay (time it takes for changes to be visible to end users) must be configured to support near-instantaneous publishing by CDIC.			2
4.4.2.1	Disclosure and Audit: The supplier must provide full disclosure of all security issues on shared infrastructure and full disclosure of all incidents which could potentially affect CDIC's web properties.			1
4.4.2.8	Software Versions and Patches: WordPress maintenance (plugin, theme, core file updates) at an agreed upon frequency (e.g., weekly). Software packages must be maintained and upgraded when security issues are discovered.			3
4.4.2.10	Background Checks and Training: The supplier must complete pre-employment screening for any of the supplier resources assigned to supporting the CDIC account and must be provide adequate training to support clients.			1

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

[END OF APPENDIX "C-2" (TECHNICAL OFFER)]

Schedule "D"

Financial Offer Requirements and Evaluation

1. Financial Offer Requirements

- 1.1 Financial Offers must include the required forms as set out in Schedule "E" (Required Forms).
- 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 prices for each item outlined in Appendix "D-2" (Financial Offer), for the first three years of the Initial Term, which shall form part of the resulting Professional Services Agreement (the "PSA"), attached to the RFP as Schedule "F" (Form of the Professional Services Agreement).
- 1.3.1 Rates shall include all labour, materials, photocopies, telephone charges, any applicable travel and living expenses, overhead, profit, shipping, freight and any applicable duties, levies, and all other fees, expenses and costs associated with providing the good and services outlined in Schedule "A" (Statement of Work) and otherwise in the PSA, unless expressly excluded by CDIC in this Schedule "D".
- 1.4 Firm, fixed all-inclusive prices shall be negotiated in the event CDIC exercises the Option Period(s).

2. Commercially Reasonable Rates

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

3. Non-Resident Bidders

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

4. Mathematical Errors

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

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

5. Evaluated Price

For evaluation purposes, the Evaluated Price shall be the firm fixed all-inclusive price in Table A – Initial Term in Appendix "D-2" (Financial Offer).

[END OF SCHEDULE "D" (FINANCIAL OFFER REQUIREMENTS AND EVALUATION)]

Appendix "D-1"**Financial Offer Submission Form**

INSTRUCTIONS TO BIDDERS: The Financial Offer Submission Form shall be completed and accompanied by **Appendix "D-2"** (Financial Offer).

FINANCIAL OFFER

LEGAL NAME OF BIDDER: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE: _____

EMAIL: _____

TITLE: **Managed Web Services**

SOLICITATION NUMBER: **CDIC RFP #2023-3865**

1. The undersigned bidder (hereinafter referred to as the "**Bidder**") hereby offers the Canada Deposit Insurance Corporation ("CDIC") 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.
2. The Bidder has submitted its pricing in accordance with the instructions in the RFP and in Schedule "D" (Financial Requirements and Evaluation) in particular. The Bidder confirms that the pricing information provided is accurate. The Bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance or ranking of its proposal or its eligibility for future work.
3. Appropriate Law

This RFP and any Agreement and subsequent purchase order authorized as a result of this RFP shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.

4. Place of Residence Information

Bidder **Resident** of Canada for Canadian tax purposes

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

I have the authority to bind the Bidder.

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

[END OF APPENDIX "D-1" (FINANCIAL OFFER SUBMISSION FORM)]

Appendix “D-2”

Financial Offer

INSTRUCTIONS TO BIDDERS: Columns and rows are not to be added or deleted.

Bidder’s Legal Name: _____

The bidder must submit firm, fixed all-inclusive prices for each item outlined in Table A, as described in Schedule “A” (Statement of Work).

FOR EVALUATION:

Table A – Initial Term

Bidder’s rates in Table A., below shall be used for evaluation purposes and shall be the fixed all-inclusive prices under any resulting Agreement.

No.	A Description	B Initial Term Period	C Price Breakdown	D Firm, Fixed, All-inclusive Price CAD
1.	Ongoing Support and Maintenance of the WCMS and Website.	Year 1	\$ /month	Annual Price \$
		Year 2	\$ /month	Annual Price \$
		Year 3	\$ /month	Annual Price \$
2.	Website Hosting Services / Environment Management including support and maintenance of hosting, backups, security interventions and patching.	Year 1	\$ /month	Annual Price \$
		Year 2	\$ /month	Annual Price \$
		Year 3	\$ /month	Annual Price \$
Evaluated Price =Sum of Column D				\$ _____

INSTRUCTIONS TO BIDDERS: Columns and rows are not to be added or deleted, unless specified.

The bidder must submit firm, fixed all-inclusive prices for each item outlined in the Tables B, Table C and Table D below.

NOT EVALUATED:

Bidder's prices shall not be used for evaluation purposes, however, shall be the maximum prices under any resulting Agreement.

Table B – Development Activities

No.	Description	Term
1.	Initial Development Activities inclusive of Environment setup, CMS installation and configuration, security and any and all professional services.	One-Time Price \$ _____
2.	Training – CMS including: one session for a minimum of two CDIC resources for up to two days and provision of CMS user guide.	One-Time Price \$ _____

Table C – Additional Bandwidth

No.	Description	Initial Term
1.	Additional Bandwidth: 100 gigabytes	\$ /monthly Price

Table D – Professional Services

Rows can be added as necessary to include additional resources/individuals/services.

No.	Description	Initial Term (all-inclusive hourly rates)
1.	Backup webmaster and publishing services on behalf of CDIC	\$ /hour
2.	Design services for WordPress theme or enhancements to the existing site design.	\$ /hour

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

[END OF APPENDIX “D-2” (FINANCIAL OFFER)]

Schedule "E"

Required Forms

Bidder must submit all required forms below:

1.	Bidders must submit a completed <u>Appendix "C-1"</u> (Technical Offer Submission Form).
2.	Bidders must complete and submit <u>Appendix "C-2"</u> (Technical Offer).
3.	Bidders must complete and submit <u>Appendix "D-1"</u> (Financial Offer Submission Form).
4.	Bidders must submit a completed <u>Appendix "D-2"</u> (Financial Offer).

[END OF SCHEDULE "E" (REQUIRED FORMS)]

Schedule "F"
Form of Professional Services Agreement

Attached is the Professional Services Agreement ("PSA") for this RFP. Within the PSA are highlighted provisions that cover issues that CDIC will require be addressed in the final form of agreement.

Contract No.: 2023-3865

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the Execution Date

BETWEEN:

CANADA DEPOSIT INSURANCE CORPORATION,
a federal crown corporation established by an Act of Parliament,
the *Canada Deposit Insurance Corporation Act*
("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. Following a request-for-proposals process, CDIC has selected the Consultant to provide the Managed Web 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 above, 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;

“**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, Canada;

“**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;

“**Execution Date**” means the latest date this Agreement is signed by the Parties as indicated on the signature page;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 of the Execution Date 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. The effective date of the Services is the Commencement Date.
- 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;
 - (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.
- 5.4** The Consultant shall consult with the Designated Officer from time to time, regarding the provision of the Services. The Designated Officer may provide the Consultant with a schedule for the completion of the Services (the “**Schedule**”).
- 5.5** CDIC may, at its own discretion, periodically or from time to time, advise the Consultant as to whether the provision of Services by the Consultant is Acceptable. CDIC shall have the right to require the Consultant to correct or replace any Services and Work Product that are deemed by CDIC not to be Acceptable, at the Consultant’s own expense. CDIC shall inform the Consultant of the reasons for any such non-Acceptance of the Services or Work Product as the case may be.
- 5.6** CDIC or its representatives may, at any time during the term of this Agreement or within one (1) year of the expiration or termination of this Agreement, conduct an audit of the books, accounts, records, data or other information of the Consultant relating to the performance of the Services and of all expenditures or commitments made by the Consultant in connection therewith. The Consultant shall not, without the prior written consent of CDIC, dispose of any books, accounts or records that relate to the performance of the Services until the later of: (i) the expiration of one (1) year after the final payment is made under this Agreement; or (ii) the settlement of all outstanding claims and disputes between the Parties. The Consultant shall provide CDIC with access to its premises, to all books, accounts, and records related to the performance of the Services and shall co-operate fully with CDIC in respect of any audit that is conducted.

ARTICLE 6 CONSULTANT’S RESPONSIBILITIES

- 6.1** The Consultant represents and warrants that it is validly incorporated under the laws of <*> and that it has the power and authority to enter into this Agreement. The Consultant represents and warrants that the Consultant and each Assigned Person has the necessary resources, competence and qualifications, including knowledge, skill and experience to provide the Services. The Consultant shall provide the Services promptly, efficiently, in accordance with reasonable standards of quality acceptable to CDIC, in consultation with

the Designated Officer, in conformity with the Schedule established by the Designated Officer, if any, and with the terms and provisions of this Agreement.

- 6.2** The Consultant shall commence the provision of the Services on the Commencement Date and shall provide the Services until the earlier of the Completion Date or the date on which the Services are completed by the Consultant and Accepted by the Designated Officer.
- 6.3** The Consultant shall make periodic written reports, as requested by the Designated Officer, outlining the progress made by the Consultant in providing the Services.
- 6.4** CDIC is required to notify individuals in connection with the collection of Personal Information by CDIC. The Consultant agrees that prior to providing any Personal Information about an Assigned Person to CDIC, or prior to allowing an Assigned Person to perform the Services, as applicable, the Consultant shall either (a) provide the Assigned Person with CDIC's privacy notice (a copy of which is at <http://www.cdic.ca/en/about-cdic/policies-reports/atip/Pages/Privacy.aspx>), or (b) refer the Assigned Person to the webpage where the privacy notice is posted, and require the Assigned Person to read the privacy notice.
- 6.5** The Consultant shall ensure that the Services are only provided by the Assigned Persons listed in Appendix A hereof and that such Assigned Persons are available to perform the Services in accordance with the Schedule established by the Designated Officer, if any. Should such Assigned Person be unavailable to provide the Services, the Consultant may, with CDIC's prior written consent, assign an alternate Assigned Person who has a comparable level of skill, ability and qualifications to provide the Services. Other amendments to the list of Assigned Persons in Appendix A may be made with the written consent of CDIC.
- 6.6** CDIC shall have access at all reasonable times to the books, accounts, records, data, Work Product and other information in the Consultant's and any Assigned Person's possession and control in connection with the provision of the Services.
- 6.7** On termination for any reason other than breach by CDIC, to the extent that it may exist, in whole or in part, the Consultant shall deliver to CDIC, or such person as CDIC may designate, the Work Product and knowledge that is required by CDIC to complete the provision of the Services or that will allow CDIC to utilize the Services or Work Product on an ongoing basis.
- 6.8** The Consultant warrants that no Work Product will infringe or otherwise violate any Intellectual Property Rights of any third party.
- 6.9** The Consultant warrants that all Services and Work Product provided under this Agreement will, at the time of Acceptance, be free from any defect in workmanship and conform to the requirements of this Agreement. If the Consultant is required to correct or replace the Services or Work Product or any portion thereof, it 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 it shall, and 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 and Violence Prevention Policy* prior to or on the date such Assigned Person commences performing the Services; and (iii) CDIC's *Vaccination Policy for Third-Parties*.
- 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 ten (10) 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 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 INSURANCE

- 12.1** The Consultant shall obtain and maintain in force throughout the duration of this Agreement and for a minimum period of one (1) year after expiration or termination of this Agreement:
- (a) Commercial general liability insurance in an amount not less than five million (\$5,000,000.00) inclusive per occurrence. The policy shall add Canada Deposit Insurance Corporation (CDIC) as an additional insured. The coverage provided shall include, at a minimum, the following:
- (i) Premises and operations;
 - (ii) Broad form products and completed operations;
 - (iii) Bodily injury, including death;
 - (iv) Broad form property damage;
 - (v) Personal injury;
 - (vi) Broad form blanket contractual;

- (vii) Waiver of subrogation in favour of CDIC;
 - (viii) Non-owned automobile, including contractual;
 - (ix) Contingent employers' liability;
 - (x) Employees, consultants and sub-contractors as insureds;
 - (xi) Cross liability; and
 - (xii) Severability of interest.
- (b) Crime insurance in an amount of not less than five million (\$5,000,000.00) per occurrence, such insurance to extend to losses CDIC might suffer as a result of fraudulent or dishonest acts of the Consultant's employees, agents, Approved Subcontractors or Assigned Persons in performing any or all of the Services under this Agreement.
- (c) Technology Professional Liability insurance for financial loss arising out of an error, omission or negligent act in the rendering of Services in an amount not less than ten million (\$10,000,000.00) per claim and twenty million (\$20,000,000.00) aggregate. Such policy shall be on a claims-made basis and shall provide coverage for damages and defense costs. The Technology Professional Liability policy will also include an insuring agreement for cyber or network security and privacy liability insurance, covering financial loss arising out of actual or potential unauthorized access, unauthorized use, and a failure to protect confidential information which results in loss or misappropriation of such information in both electronic and non-electronic format. Such insurance will have a limit of an amount not less than ten million (\$10,000,000.00) per claim and twenty million (\$20,000,000.00) aggregate. Notwithstanding this Section 12.1, the Consultant shall maintain said liability coverage in place for a three (3)-year time period after termination of the Agreement by way of annual policy renewal, or purchase of extended reporting period.

All the above insurance policies shall contain an endorsement by the Consultant's insurer to provide the CDIC with thirty (30) days prior written notice of cancellation or material change in risk.

12.2 Evidence of Insurance

The Consultant shall deliver to CDIC, prior to the commencement of the Services under this Agreement, certificates of insurance evidencing coverage in Section 12.1. During the term of the Agreement, the Consultant shall provide evidence that all such policies are in full force and effect by way of certificates of insurance:

- (a) Annually; or
- (b) If there are mid-term amendments to coverage which could adversely impact CDIC, at the time the change is effected; or

- (c) At any time, at CDIC's request.
- 12.3** Compliance with this Article 12 will not relieve the Consultant from compliance with any other obligation set out in this Agreement and will not limit the insurance coverage that the Consultant is required to carry under municipal, provincial or federal law.
- 12.4** Without limiting the generality of the foregoing, the Consultant will determine what additional insurance coverage is necessary for its own protection and to fulfill its obligations under this Agreement. The Consultant will provide and maintain any such additional insurance.

ARTICLE 13 SURVIVAL OF TERMS OF AGREEMENT

- 13.1** 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 14 GENERAL

- 14.1 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.
- 14.2 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.
- 14.3 Renewal.** The term of this Agreement may be extended prior to the expiration hereof or this Agreement may be renewed for such period and on such terms and conditions as may be agreed upon in writing by the Parties.

- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 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.
- 14.10 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.

14.11 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.

14.12 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.

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

if to the Consultant:

<*name + address*>

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

Fax: <*>

Telephone: <*>

Email: <*>

and if to CDIC:

Canada Deposit Insurance Corporation
50 O'Connor Street, 17th Floor
Ottawa, Ontario K1P 6L2

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

Fax: (613) <*>

Telephone: (613) <*>

Email: <*>@cdic.ca

14.14 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 latest date this Agreement is signed by all the Parties (Execution Date).

CANADA DEPOSIT INSURANCE CORPORATION

Name: <*>

Title: <*>

Date:

I have authority to bind the above corporation.

[Consultant's Name in Caps]

Name: **[Consultant's Representative's Name]**

Title: <*>

Date:

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: [Execution Date]

Completion Date: <*>.

The term of this Agreement may be renewed or extended for up to two consecutive one-year period(s) (each, a “Renewal”) to a maximum of five year(s), at CDIC’s sole option and discretion.

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

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

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

\$<*> Per diem]

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

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

Name: <*>

Title: <*>

[hourly rate or per diem]

The Parties confirm that the total fee to be paid by CDIC to the Consultant for the completion of the Services will not exceed \$<*> (the “Total Fee”). The Total Fee includes

all the Fees (to a maximum of \$<*>), any Disbursements, any Pre-approved Expenses and all applicable taxes.

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].]

4. CDIC Designated Officer

Name: <*>

Title: <*>

5. Disclosure Regarding Non-Compliant Jurisdictions

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

6. 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, where applicable, specific remote access or other technology approved by CDIC in writing (“Access Technology” as set out below) technology as set out below. The Consultant shall require that no Protected Information is removed from CDIC premises at any time during the Term of the Agreement, except where transmitted using the Access Technology.

CDIC has adopted Access 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 Access Technology accounts to any Assigned Persons, the Consultant agrees that the Consultant shall, in addition to any other term herein, use the Access 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 Access Technology account;

- (ii) CDIC reserves the right to refuse to issue an Access Technology account to any or all Assigned Persons;
- (iii) Consultant shall be required to complete application forms to obtain Access Technology tokens with the approval of CDIC, together with training to be provided by CDIC concerning the administration of the Access Technology;
- (iv) The Consultant shall require all Assigned Persons with Access Technology accounts to keep their respective Access Technology tokens and passwords confidential, and to take all reasonable measures to prevent the loss, unauthorized disclosure, modification or improper use of any Access Technology token or associated password.

The Consultant shall prohibit each Assigned Person from sharing their Access Technology token or associated password with any other person;

- (v) The Consultant shall require that all CDIC data accessed and modified by the Consultant and its Assigned Persons while using the Access 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 promptly advise CDIC if any Assigned Person’s Access Technology token or associated password is, was or may be compromised or not secure, and shall likewise require Assigned Persons to promptly report any such incidents to the Consultant;
- (vii) The Consultant shall promptly 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 Access Technology application changes or becomes otherwise inaccurate or incomplete;
- (viii) The Consultant acknowledges and agrees that the Access 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 Access Technology and related software, or to authenticate Access Technology passwords in accordance with this Agreement;
- (ix) The Consultant shall require 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 Access 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 Access Technology and the CDIC network, and any use of the Access Technology, may be denied and will be at the Consultant's risk;

- (x) CDIC reserves the right to revoke or modify any Access Technology account provided to any Assigned Person at any time, without notice and in its sole discretion, including without limitation if a Access Technology 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 Access Technology accounts shall be revoked by CDIC and all Access Technology 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 Access Technology 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 Access Technology 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 Access Technology software by any such Assigned Person;
- (xiii) CDIC cannot warrant or represent that the Access 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.

END OF SCHEDULE "F" (FORM OF PROFESSIONAL SERVICES AGREEMENT)