

Request for Quotation (RFQ)

For Risk, Privacy and Security Consulting Services

RQ#220-2017-01

Canadian Partnership Against Cancer

1 University Avenue, Suite 300

Toronto, ON, M5J 2P1

BID ISSUE DATE:	Wednesday January 11, 2017
DEADLINE FOR QUESTIONS:	Tuesday January 24, 2017 no later than 5pm ET
RESPONSE TO QUESTIONS:	Wednesday January 25, 2017
BID DUE DATE AND TIME:	Tuesday January 31, 2017, no later than 3pm ET
PROPOSERS NOTIFIED:	Monday February 6, 2017

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About Us

The Canadian Partnership Against Cancer (the Partnership) is an independent organization funded by the federal government to accelerate action on cancer control for all Canadians.

Our mission is to bring together cancer experts, charitable organizations, governments, patients and survivors to bring change to the cancer control domain. We work together to stimulate generation of new knowledge and accelerate the implementation of existing knowledge about cancer control across Canada.

Our vision is to achieve improvements in cancer control in Canada by being a catalyst for a coordinated approach that will reduce the expected number of cancer cases, enhance the quality of life of those affected by cancer, lessen the likelihood of Canadians dying from cancer, and increase the efficiency of cancer control domain.

The objectives of the Partnership's strategy are to:

- Reduce gaps in knowledge to enhance cancer control
- Facilitate and accelerate implementation of best available knowledge
- Optimize quality and access
- Improve the cancer experience for Canadians

The Partnership's strategy builds on the Canadian Strategy for Cancer Control – a plan built by more than 700 cancer groups, experts, patients and survivors.

Further information about the Partnership and the Canadian Strategy for Cancer Control – the original strategy that led to the funding of the Partnership - may be found on the website <http://www.partnershipagainstcancer.ca>.

Introduction and Executive Summary

The Partnership is in its fifth year of a second five-year mandate (2012-2017), and is focused on the implementation of initiatives identified across the priority areas of cancer control. The Partnership's mandate has been renewed by Health Canada with ongoing funding. The Partnership has developed a five year Strategic Plan to inform the work completed over the next five years (2017–2022).

The Partnership's Information Technology & Information Systems (IT/IS) environment and operations matured over its second mandate. Several frameworks, plans and programs were introduced, including;

- A Privacy and Security Framework (Exhibit A)
- A Enterprise Risk Management Policy
- A Business Continuity Plan
- A Risk-Based IT/IM Audit Plan

- A Record Management Program
- Staff e-learning courses on risk, privacy & security

The Partnership also completed several assessments during its second mandate, including;

- Two Threat Risk & Vulnerability Assessments
- Two Privacy Impact Assessments
- An IT Control Maturity Assessment
- An IT Certification and Accreditation Assessment
- Annual Quality Reviews of IT Services
- A Cloud Services Security Assessment

The Partnership is presently implementing a new Corporate IT Support contract for its next mandate and at the same time implementing a new hybrid cloud network architecture and new software tools to support its operations.

The Partnership requires a Proponent that has the resource depth and maturity to effectively support its risk, privacy and security work advisory needs.

Scope of Services

The scope of services is to provide risk, privacy and security expertise and support, as directed by the Partnership.

Specific tasks that the successful Proponent will be required to complete include but are not limited to:

1. Asset with reviews of the policies, standards, procedures and tools included in the Partnership's Privacy and Security Framework as required.
2. Conduct privacy, security and vulnerability assessments as required
3. Conduct IT maturity and certification assessments as required
4. Assist with content reviews of risk, privacy and security e-learning courses as required
5. Assist with reviews of data sharing agreements as required
6. Draft privacy and security policy and procedure documentation as required
7. Conduct an assessment of the Partnership's Enterprise Risk Management Program
8. Conduct an assessment of the Partnership's Risk-Based IT/IM Audit Program
9. Provide adhoc advice on matters relating to compliance with privacy, accessibility and anti-spam legislation.

Assumptions and Constraints

1. The successful Proponent will be awarded a contract with a maximum ceiling amount for the initial three years. Proponents should not interpret this amount as the final amount that they will be paid, as the Partnership will only pay for the services that are required throughout the contract term.
2. Proponents should submit a **blended rate of the professional fees**, as well as an hourly rate which will remain fixed for the initial three-year period, for individual team members proposed to be included in Appendix C, Pricing Sheet. The **blended rate will be used to determine the financial score**. If the contract is renewed for an additional two-year term, hourly rates for all proposed resources can be negotiated.
3. A Statement of Work (SOW) and estimated fee will be established and agreed upon for each package of work.

Instruction to Bidders

Withdrawal

No bidder should withdraw its bid after the bid due date and time unless the award of contract is delayed for a period exceeding sixty (60) calendar days. However, the Partnership may reject any or all bids for good cause.

Rejection

The Partnership reserves the right to reject any or all submissions, portions or parts thereof in its absolute discretion, and to waive all minor irregularities in bidding. Special attention will be directed to the qualifications of the bidders when considering awarding a contract.

Reserved Rights

The Partnership, without liability, cost or penalty reserves the right to:

- amend or supplement this RFQ at any time prior to five (5) calendar days before the Submission Deadline;
- issue a new RFQ in connection with the provision of services similar to or identical to the services described in this RFQ;
- make public the names of any or all Proponents;
- verify with any third party any information set out in a submission;
- check references other than those provided by any Proponent;
- disqualify any Proposal that contains misrepresentations or any other inaccurate or misleading information;
- make changes, including substantial changes, to this RFQ provided that those changes are issued in the manner set out in this RFQ;
- accept any submission in whole or in part;

- accept submission from more than one Proponent;
- cancel this RFQ process at any stage and/or issue a new RFQ for the same or similar services or deliverables;
- adjust the scoring of or reject a Proponent's Proposal on the basis of:
 - (i) a financial analysis determining the actual cost of the submission when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) the information provided by a Proponent pursuant to the Partnership exercising its clarification rights under this RFQ process; or
 - (iv) other relevant information that arises during this RFQ process; or
- waive formalities and accept submissions that substantially comply with the requirements of this RFQ.

Prices

Provide a **blended rate of the professional fees**, as well as an hourly rate for individual team members proposed to be included in Appendix C, Pricing Sheet. The **blended rate will be used to determine the financial score**.

Contract Term

The successful Proponent will be awarded a contract for a three-year period starting **April 1, 2017** to **March 31, 2020**, with an option in favor of the Partnership to renew on the same terms and conditions for an additional two (2) years.

Submission Deadlines

All submissions for responding to this request must be submitted on paper and delivered to our office, as stated below, no later than:

Tuesday January 31, 2017
No later than 3:00pm ET (Toronto Local Time)

Submission Delivery Address

The delivery address to be used for all submissions is:

Samoya Lloyd
Procurement Manager
Canadian Partnership Against Cancer
1 University Avenue, Suite 300
Toronto, ON M5J 2P1
Email: procurement@partnershipagaincancer.ca

Submission Questions and Clarifications

You may contact the following person if you have any questions or require clarification on any topics covered in this RFQ:

Samoya Lloyd

Procurement Manager

Email: procurement@partnershipagainstcancer.ca

Electronic Submissions

The Partnership requires that an electronic and five (5) hard copies be submitted for each proposal. Hard copies must be sent to the Submission Delivery Address noted above. Electronic submissions in response to this RFQ must be sent to:

procurement@partnershipagainstcancer.ca

Selection Criteria

Each submission will be evaluated as follows:

Evaluation criteria	Weight
Qualifications of proposed team members	35%
Experience of Proponent to deliver Scope Of Services	35%
Pricing	30%
Total	100%

Stages of the Evaluation

The Partnership may conduct the evaluation of Proposals in the following stages:

Stage I

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all of the mandatory requirements, may, subject to the express and implied rights of the Partnership, be disqualified and not be evaluated further.

Stage II

Stage II may consist of scoring by the Partnership of each qualified Proposal on the basis of the rating criteria.

Stage III

Upon completion of Stage II for all Proposals, the scoring of the pricing submitted. The evaluation of price may be undertaken after the evaluation of mandatory requirements (Stage I) and any rated requirements (Stage II) has been completed.

The formula to be used for scoring price will be based on the blended rate and scored as follows:

$S = MP \times L / P$, where:

S = the price score for the Proposal being evaluated;

MP = the maximum points awarded for price;

L = the price of the lowest price remaining Proposal; and

P = the price of the Proposal being scored.

Cumulative Score

At the conclusion of Stage III, the scores from Stage II and Stage III will be added and, subject to satisfactory reference checks and the express and implied rights of the Partnership, the highest scoring Proposal should be selected.

The Partnership intends to award an Agreement to the Proponent who submits the most advantageous Proposal to the Partnership as determined by the Partnership through the evaluation process.

The Proposal with the lowest price will not necessarily be selected. While price is a determinant in the selection process, it is to be clearly understood that there must be a full and complete understanding of the services/deliverables to be provided, demonstrated through the Proposal. It is the intention of the Partnership to enter into an Agreement with the Proponent providing the best value to the Partnership, as identified through the evaluation process.

If no Proponents demonstrate appropriate qualifications or experience, the Partnership may, without liability cost or penalty, cancel this RFQ or choose not to award an Agreement to any of the Proponents.

The selected Proponent will be expected to complete an Agreement in accordance with the Terms and Conditions.

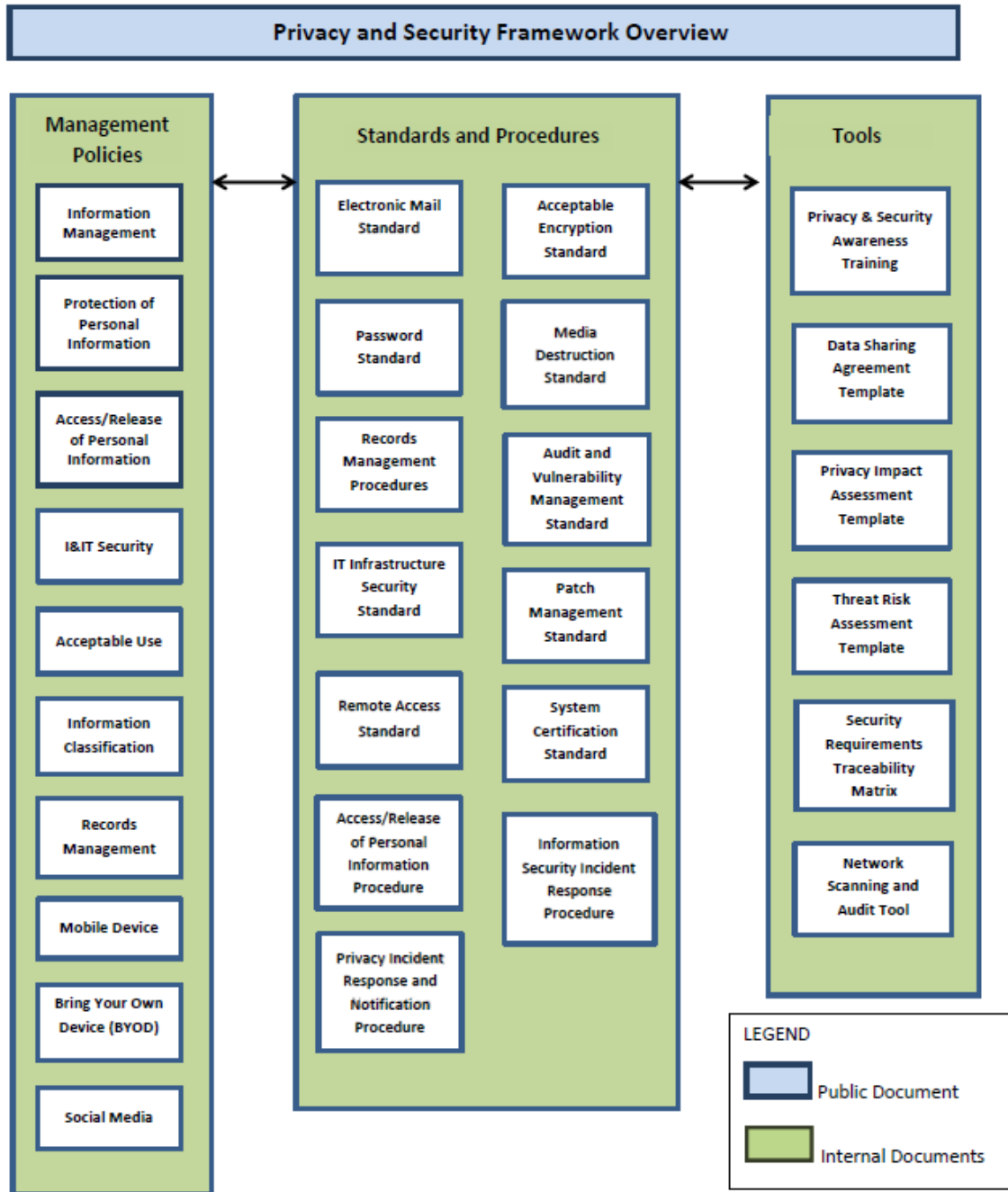
Bid Content

The following is to be included in the documentation submitted in response to the RFQ:

- A completed and signed Form of Offer (Appendix B)
- Description of qualifications of the Proponent and the proposed team members each for area of responsibility, as identified in Appendix C
- Resumes for each proposed team member for area of responsibility, as identified in Appendix C
- Description of services offered
- A blended rate and hourly rates for each for area of responsibility, as identified in Appendix C

Exhibit A

**Canadian Partnership Against Cancer
Privacy and Security Framework**



Appendix A: Terms and Conditions

Background:

The funding for this contract (the “Contract”) provided by the Canadian Partnership Against Cancer Corporation (the “Partnership”) is, in whole or in part, obtained pursuant to a funding agreement (the “Health Canada Funding Agreement”) between the Partnership and Her Majesty the Queen in Right of Canada as represented by the Minister of Health (the “Minister”);

The Health Canada Funding Agreement requires the Partnership to require certain minimum terms and conditions in agreements.

The provider of the Work in the Contract (the “Contractor”) acknowledges the source of the funding and recognizes the need to ensure that there is a high level of accountability and transparency in the receipt and expenditure of the funding.

The parties in the Contract agree that the following terms and conditions are included in addition to any other terms of the Contract:

1. Conflict and Priority

Any provision in the Contract other than these additional terms and conditions that is in conflict with any provision in these additional terms and conditions shall take precedence unless there is a specific statement in the Contract to the contrary.

2. Definitions:

In this contract,

- a) “Amount” means the amount expressed in the Contract to be payable to the Contractor for the Work;
- b) “Contract” means the agreement to which these additional terms and conditions form a part;
- c) “Contractor” means the person or entity whose name appears on the signature page of the Contract and who is to supply the goods or services to the Partnership under the Contract;

- d) “Partnership” means Canadian Partnership Against Cancer Corporation;
- e) “Party” means the Partnership or the Contractor or any other signatory to the Contract and “Parties” means all of them;
- f) “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

3. Accounts and Audit

- a) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Partnership, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
- b) All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in subsection a) be open to audit, inspection and examination by the authorized representatives of the Partnership, the Minister or the Auditor General of Canada, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Partnership may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

4. Appropriation

Payment under the Contract at any given time is subject to the Partnership having been provided sufficient funding from the Minister for the fiscal year in which the payment is due.

5. Assignment

- a) The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Partnership, and any assignment made without that consent is void and of no effect.

- b) No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the Partnership unless otherwise agreed to in writing by the Partnership.

6. Changes

- a) If, on the basis of progress reports provided to the Partnership or for any other reason, the Partnership and the Contractor decide that modifications to the Work or modifications to line items within the budget are needed, the appropriate changes may be made by the administrative contact for the Partnership and the Contractor provided that no increase shall be made to the maximum amount payable hereunder and further provided that no other term of the Contract may be altered in this fashion.
- b) If the change is greater than 15% or \$50,000 of the maximum amount payable, whichever is lesser, or if the maximum amount payable changes, the formal addendum process, signed by the approved delegated authority, shall apply.

7. Communications

- a) In the event that the Contract requires work with members of the public, the Contractor shall take the necessary measures to respect the spirit and intent of the Official Languages Act to communicate with the public in the official language (i.e., English or French) of their choice;
- b) Any person, including individual researchers, related to the Contractor shall ensure that, as appropriate, announcements, services, documents, conferences, meetings, workshops, etc., be in both official languages, that community members of both official languages be encouraged to participate in its activities, projects or programs and that its activities, projects or programs will meet the needs of the two linguistic communities.

8. Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor

to the Partnership at such times as the Partnership may reasonably request.

9. Confidentiality

- a) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the Partnership in connection with the Work, or acquired by the Contractor in the course of performing the work. The Contractor shall not disclose the information to any person without the written permission of the Partnership, except that the Contractor may disclose to a subcontractor, authorized in accordance with this Contract, information necessary for the performance of the subcontract. The Contractor shall treat as confidential and cause to those to whom it shares such information, during as well as after the performance of any work under this Contract, any information to which the Contractor becomes privy as a result of acting under the Contract.
- b) This section does not apply to any information that:
- i. is publicly available from a source other than the Contractor; or
 - ii. is or becomes known to the Contractor from a source other than the Partnership, except any source that is known to the Contractor to be under an obligation to the Partnership not to disclose the information.
- c) Upon request, the Contractor shall return to the Partnership all information provided to the Contractor by or on behalf of the Partnership or acquired by the Contractor in connection with the work and any copies of the information, in any form whatsoever.

10. Conflict of Interest and Government Contracting

- a) The Contractor declares that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Partnership.
- b) It is a term of this Contract that no individual, for whom the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

- c) The Contractor certifies that the Contractor and the Contractor's officers, agents and employees, are not prohibited under subsection 750(3) of the Criminal Code from benefiting from a government contract.
- d) No member of the House of Commons or the Senate shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.
- e) The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the Partnership or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

11. Contractor Status

This is a Contract for the performance of the Work and the Contractor is engaged under the Contract as an independent contractor for that purpose. Neither the Contractor nor any of the Contractor's personnel is engaged as an employee, servant or agent of the Partnership. The Contractor agrees to be solely responsible for any and all payments or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

12. Dispute Resolution

In the event that either of the Parties has a dispute relating to any matter subject to this Contract, the Parties agree to deal with that dispute through court action.

13. Entire Contract

The Contract constitutes the entire agreement between the Parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

14. Further Assurances

The Parties will agree to do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents,

instruments, transfers, acts, deeds, matters, assurances and things as, from time to time, may be reasonably necessary or desirable to give effect to this Contract and the obligations of the Parties hereunder.

15. Indemnification

- a) The Contractor indemnifies and saves harmless the Partnership and its servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work or as a result of the Work, and any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Partnership.
- b) The Contractor shall carry appropriate commercial liability, errors and omissions, professional liability and other insurance which relates to the subject matter hereof in amounts and form satisfactory to the Partnership and, at the Partnership's request and expense, which provide that the Partnership is a named insured.
- c) The Contractor indemnifies the Partnership and its servants and agents from all costs, charges and expenses whatsoever that the Partnership sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or trade secret resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by the Partnership of anything furnished pursuant to the Contract.
- d) The Contractor's obligation of indemnity or reimbursement of the Partnership under the Contract shall not affect or prejudice the Partnership from exercising any other rights it has under law.
- e) The Contractor acknowledges that it, he or she, is not an employee, servant or agent of the

Partnership or the Minister and will not represent or hold itself, himself or herself, out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the Partnership, the Contractor indemnifies the Partnership for any loss or damages and costs occasioned thereby by such third party.

16. Injury on Duty

The Partnership shall assume no liability for injury on duty while the Contractor is performing tasks related to this Contract except to the extent caused by or due to the Partnership. It is the Contractor's responsibility to ensure that proper insurance coverage is in place prior to the commencement of the Work.

17. Inspection of the Work

- a) The Work and any and all parts thereof shall be subject to such inspection as the Partnership determines to be appropriate, consistent with the relevant provisions of the Contract, if any, prior to acceptance. The Partnership or its representatives, shall have access to the Work at any time during working hours at any site where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the Partnership shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. The Partnership shall inform the Contractor of the reasons for any such rejection.
- b) The Contractor shall provide all assistance and facilities, test pieces, samples and documentation that the Partnership may reasonably require for the carrying out of any such inspection, and the Contractor shall forward such test pieces and samples to such person or location as the Partnership may direct. Inspection by the Partnership shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
- c) No part of the Work shall be submitted for acceptance or delivery until it has been inspected and approved by the Contractor and, wherever practicable, marked with an approval stamp satisfactory to the Partnership. The Contractor

shall keep accurate and complete inspection records which shall, upon request, be made available to the Partnership, which may make copies thereof and take extracts therefrom during the performance of the Contract and for any period of time thereafter provided for in the Contract.

18. Intellectual Property

- a) Intellectual property developed for the Contract shall be owned by the Partnership.
- b) The Partnership shall have a nonexclusive royalty-free sub-licensable right to use any other intellectual property of the Contractor required to use the intellectual property developed for the Contract.

19. Invoicing

- a) The Contractor shall submit invoice(s) on its own forms to the Partnership, and shall include the following information:
 - i. Contractor name and address;
 - ii. Number assigned by the Partnership, if any, to this Contract;
 - iii. Contractor's Invoice Number and Date;
 - iv. Name of the individual at the Partnership supervising the Contract;
 - v. Period in which services were rendered;
 - vi. Deliverables and/or milestones completed and attached (when applicable); and
 - vii. Total amount for services rendered, GST shown separately.
- b) The invoice submitted by the Contractor should include a description of the Work performed, and the time worked. The Contractor will submit invoices on a monthly basis or any other basis as indicated in the Contract.

20. Language

The parties confirm it is their wish that the Contract be drawn up in the English Language.

21. Law of the Contract

The Contract shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. It is agreed that both parties shall submit to the jurisdiction of the courts sitting in Toronto, Ontario.

22. Minimum Information in the Contract

The Contract shall include the following minimum information:

- a) a description of the Work to be provided including a budget and a description of the costs to be paid;
 - b) the effective date, the date of signing and the term of the Contract;
 - c) conditions that must be met before payment is made and the schedule and basis of payment; and
 - d) the maximum amount payable.
- In the event that at any time it is discovered that the Contract does not contain all or any part of the minimum information required, the parties shall use their best efforts in good faith to amend the Contract to include the information that is missing.

23. Notices

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, sent by any means including electronic means addressed to the party for whom it is intended at the address mentioned in the Contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; or by any other means when the receipt is acknowledged by the other party. The address of either party may be changed by notice in the manner set out in this provision.

24. Payment

- a) Payments under this Contract, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Partnership, and upon submission of an invoice satisfactory to the Partnership.
- b) Subject to the section "Invoicing", payment by the Partnership for the Work shall be made within sixty (60) days of receipt of an invoice requesting payment.
- c) If the Partnership has any reasonable objection whatsoever to an invoice, the supporting documentation, or the performance of the Contract by the Contractor, then the Partnership shall, within fifteen (15) days of receipt of the

invoice or as quickly as reasonably possible, notify the Contractor of the nature of the objection..

- d) Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Partnership that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

25. Powers of the Partnership

Every right, remedy, power and discretion vested in or acquired by the Partnership under the Contract or by law shall be cumulative and non-exclusive.

26. Proactive Disclosure

- a) Information contained in this Contract in relation to the following data elements - vendor name, reference number, Contract date, description of work, Contract period or delivery date, and Contract value, may be gathered, and may be posted on the Partnership web site. Information that would normally be withheld under the *Access to Information Act* and *Privacy Act* will not appear on the web site.
- b) This "public disclosure" is intended to ensure that Contract information is collected and presented consistently in a manner that promotes transparency and facilitates public access.

27. Reporting

- a) The Contractor shall provide the Partnership such progress reports, including financial matters, as are called for on the work under the Contract and, in any event, no less frequently than annually for the period ending March 31 of each year. Unless otherwise provided in the Contract, the form and substance of the progress report shall be acceptable to the Partnership.
- b) The Partnership may, in its sole discretion, require the Contractor to provide an interim progress report on the work under the Contract for a specified period of time (no more than a 12 month period)

28. Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

29. Status and Replacement of Personnel

- a) If at any time during the period of the Contract the Contractor is unable to provide the services of any person who was to perform the Work in the Contract, it shall immediately advise the partnership and provide a replacement person with similar qualifications and experience.
- b) The Partnership may reject any such replacement person and the Contractor shall immediately remove the person from the Work and shall secure a further replacement.
- c) The fact that the Partnership does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

30. Subcontracting

- a) Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Partnership in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier. The Partnership shall not unreasonably withhold consent.
- b) The Contractor is not obliged to seek consent to subcontracts specifically authorized in the Contract.
- c) Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of the Partnership to a subcontractor.

31. Successors and Assignees

The Contract shall be for the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assignees.

32. Survival

Those terms and conditions that ought reasonably to survive the termination of this Agreement, shall so

survive termination including, without limitation, Sections 3, 9, 15, 18, 33 and 34.

33. Termination Due to Default of Contractor

- a) The Partnership may, by notice to the Contractor, terminate the whole or any part of the Work if:
 - i. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - ii. the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the view of the Partnership, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- b) In the event that the Partnership terminates the Work in whole or in part under sub-section a), the Partnership may arrange, upon such terms and conditions and in such manner as the Partnership deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Partnership for any excess costs relating to the completion of the Work.
- c) Upon termination of the work under sub-section a), the Partnership may require the Contractor to deliver and transfer title to the Partnership, in the manner and to the extent directed by the Partnership, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Partnership shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Partnership, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Partnership pursuant to such direction. The Partnership may withhold from the amounts due to the Contractor such sums as the Partnership determines to be necessary to protect the Partnership against excess costs for the completion of the Work.

Such termination shall not impact the intellectual property rights available from Contractor under section 18 as in existence to the date of termination.

- d) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Amount applicable to the Work or the particular part thereof.
- e) If, after the Partnership issues a notice of termination under sub-section a), it is determined by the Partnership that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to the section entitled "termination or Suspension Without Cause" and the rights and obligations of the parties hereto shall be governed by that section.

34. Termination or Suspension Without Cause

- a) The Partnership may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Contract may be given subsequently.
- b) All work completed by the Contractor to the satisfaction of the Partnership based on the provisions of the contract before the giving of such notice shall be paid for by the Partnership in accordance with the provisions of the Contract.
- c) All Work not completed before the giving of such notice shall be paid by the Partnership to the Contractor on the following terms:
 - i. the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Partnership for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;
 - ii. all costs of and incidental to the termination of the Work or part thereof, including the cost of cancellation of obligations incurred by the Contractor with respect to the terminated work or part thereof; but not including the cost

of severance payments or damages to employees whose services are no longer required by reason of the termination.

- d) Payment and reimbursement under the provisions of this section shall be made only to the extent that it is established to the satisfaction of the Partnership that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the party thereof so terminated.
- e) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any Amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Amount applicable to the Work or the particular part thereof.
- f) The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Partnership under the provisions of this section except as expressly provided therein.

35. Time of the Essence

- a) Time is of the essence of the Contract.
- b) Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- c) The Contractor shall give notice to the Partnership immediately after the occurrence of the event that causes the excusable delay. When requested to do so by the Partnership, the Contractor shall deliver a description in a form satisfactory to the Partnership, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Partnership of the work-around plans, the Contractor shall implement the Work-around

plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.

- d) Notwithstanding that the Contractor has complied with the requirements of this section the Partnership may exercise any right of termination contained in the section entitled "Termination or Suspension Without Cause."

36. Waivers

The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

37. Warranty

- a) Notwithstanding inspection and acceptance of the Work by or on behalf of the Partnership and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with

respect to property provided by the Partnership, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.

- b) In the event of a defect or non-conformance in any part of the Work during the warranty period defined in paragraph a) the Contractor, at the request of the Partnership to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.

VERSION – February 2012 MDM

End of RFQ

Appendix B: Form of Offer

THIS BID IS SUBMITTED BY

BIDDER NAME: _____

COMPANY: _____

ADDRESS: _____

CITY: _____

PROVINCE: _____ POSTAL CODE: _____

THE UNDERSIGNED offers and agrees to furnish the goods or services on the date required at the price(s) entered herein subject to the terms and conditions attached hereto.

I CERTIFY that the bid document has been read and understood and that all of the conditions contained therein are acceptable, and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement.

Proposed Team (please attach CV):

Name: _____ Years of Experience: _____

Responsibility: _____

Name: _____ Years of Experience: _____

Responsibility: _____

Name: _____ Years of Experience: _____

Responsibility: _____

Name: _____ Years of Experience: _____

Responsibility: _____

Name: _____ Years of Experience: _____

Responsibility: _____

Information for Key Contact Personnel:

Name: _____

Email: _____

Phone: _____

Years of Experience: _____

References

Each Bidder must provide references from three (3) different clients (excluding the Partnership) who have obtained services similar to those required in this RFQ from the Bidder within the last three (3) years.

The Partnership is not required to contact all references provided by the bidder. In addition, references other than those provided by the bidder (including but not limited to Partnership staff) may be contacted to obtain additional information that will be used in evaluating the Bidder's past performance.

Past performance will be evaluated on a pass/fail basis. Items to be evaluated include but is not limited to:

1. *Conformance to contract requirements*
2. *Adherence to contract schedules*
3. *Cost Performance*
4. *Risk Management*
5. *Reasonable and Cooperative behavior (Business relations)*
6. *Commitment to Customer Service*
7. *Concern for the interest of the Customer*

Name of Company: _____

Appendix C: Pricing Sheet

Provide a **blended rate for professional fees** and for each area of responsibility the hourly rate that would apply for the proposed resource.

The **blended rate will be used to determine the financial score.**

Level of Experience	Areas of Responsibility	Hourly Rate
	Asset with reviews of the policies, standards, procedures and tools included in the Partnership's Privacy and Security Framework as required.	
	Conduct privacy, security and vulnerability assessments as required	
	Conduct IT maturity and certification assessments as required	
	Assist with content reviews of risk, privacy and security e-learning courses as required	
	Assist with reviews of data sharing agreements as required	
	Draft privacy and security policy and procedure documentation as required	
	Conduct an assessment of the Partnership's Enterprise Risk Management Program	
	Conduct an assessment of the Partnership's Risk-Based IT/IM Audit Program	
	Provide adhoc advice on matters relating to compliance with privacy, accessibility and anti-spam legislation.	
	Asset with reviews of the policies, standards, procedures and tools included in the Partnership's Privacy and Security Framework as required.	
	Conduct privacy, security and vulnerability assessments as required	
	Conduct IT maturity and certification assessments as required	
	Assist with content reviews of risk, privacy and security e-learning courses as required	
	Assist with reviews of data sharing agreements as required	