



Canada's Association of Information
Technology (IT) Professionals

Website Renewal

Request for Proposal

RFP Issued on: November 1, 2021
Proposal Submission Deadline: December 6, 2021

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PART 1 - INTRODUCTION

1.1 INVITATION TO PROPONENTS

The Canadian Information Processing Society (“**CIPS**”) is seeking a contractor to provide website design and development services and related Deliverables (the “**Deliverables**”) described in Part 2 - Scope of Work of this Request for Proposals (the “**RFP**”) in connection with the CIPS Website (“**Project**”).

In preparing a proposal in response to this RFP, the Proponent is expected to provide timelines, milestones, and a budget with due consideration to the activities described in Part 2 - Scope of Work.

1.2 BACKGROUND

About CIPS

CIPS is a national federation of CIPS Provincial Societies who certify IT professionals in Canada and abroad. Since 1958 CIPS has helped advance Canada’s IT profession by fostering standards, best practices, and integrity for the benefit of IT professionals and the public interest. As “Canada’s Association of Information Technology Professionals” we represent thousands of members across the country.

CIPS provides:

- Networking, Professional Development, and Volunteer opportunities
- Certification of IT professionals (I.S.P. and ITCP designations)
- Accreditation of IT university and college programs
- A niche IT Job Board
- A voice to government on issues that affect the profession and industry

1.3 OBJECTIVES

The purpose of this engagement will be to support CIPS in the development, management and implementation of a new website. CIPS is seeking to satisfy the following objectives in issuing this RFP:

1. Deploy best-of-breed cybersecurity processes, standards, and tools to ensure the CIPS website is a highly secure digital environment.
2. Modernize the user experience of the CIPS website.
3. Implement new functionality to automate and enhance member transactions, particularly membership application/renewal, certification application/renewal, accreditation, and member management.
4. Redesign the website to align with a modern vision of the CIPS brand.
5. Re-position the website as a source of increased member value delivery.
6. Streamline the management of key business processes on the back-end by improving data flows.

1.4 KEY SUCCESS CRITERIA

The following elements are considered key success criteria for the new website:



- All browsing and transactions conducted on the website are done so securely and in accordance with existing cybersecurity best practices.
- Key CIPS audiences / members can securely access the information and resources they want, anytime they want it.
- Increased traffic to the website because it is seen and is used as a valuable resource.
- Website contributes to an increase in the number of Member and Certification applications.
- Improved UX/UI and information architecture leads to increased task completion.
- The website is easy to manage and maintain by CIPS staff and volunteers.
- Enhanced website traffic analytics allows CIPS to better understand the users and their behaviour.
- New website leads to improved brand awareness and an increase in membership.
- Positive user experience on any platform (e.g. laptop, tablet, mobile) by leveraging responsive design.
- Minimal downtime due to bugs or system instability.
- New website interacts seamlessly with that of the CIPS Provincial bodies.

1.5 TYPE OF AGREEMENT

The Preferred Proponent shall be required to enter into an Agreement (“**Agreement**”) substantially in the form of the Agreement attached in Appendix A - Form of Agreement for the provision of the Deliverables.

If a Proponent requires a change to the terms of the Agreement, the Proponent must submit the requested change to CIPS prior to the Proposal Submission Deadline. By submitting its Proposal, the Proponent is confirming its acceptance of the Terms of the Agreement without changes.

The Terms of the Agreement is intended to be for a period of twelve months, subject to finally agreed project timelines.

No obligation on the part of CIPS to purchase any Services shall arise until such time as the Agreement is signed.

1.6 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Quantities described are estimates only and may not be relied on by the Proponents. Estimates are intended to be used by CIPS for the purpose of evaluating the Proposals.

1.7 RULES OF INTERPRETATION

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:



- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- Words in the RFP shall bear their natural meaning.
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- Unless otherwise indicated, time periods will be strictly applied.
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to CIPS or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “CIPS shall” or the “Proponent shall”, as the case may be.
 - The term “should” relates to a requirement that CIPS would like the Proponent to address in its Proposal.
 - The term “will” describes a procedure that is intended to be followed.

1.8 DEFINITIONS

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFP.

The following definitions apply:

“**Agreement**” has the meaning set out in Appendix A.

“**Applicable Law**” and “**Applicable Laws**” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.

“**Business Day**” or “**Business Days**” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario), or as otherwise agreed to by the parties in writing.

“**Conflict of Interest**” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of



its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“**Contractor**” has the meaning assigned in the Agreement.

“**Days**” means calendar days.

“**Deliverables**” has the meaning assigned in Section 1.1.

“**Eligible Proposal**” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“**Evaluation Team**” means the individuals who have been selected by CIPS to evaluate the Proposals.

“**CIPS**” means the Canadian Information Processing Society and is the purchasing authority pursuant to this RFP.

“**Personal Information**” means recorded information about an identifiable individual or that may identify an individual.

“**Preferred Proponent**” means the Proponent(s) that CIPS has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

“**Project**” means the CIPS Website Renewal project.

“**Project Change Request**” means a formal proposal to alter the scope of the project as defined by the Agreement.

“**Proponent**” or “**Proponents**” means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

“**Proposal**” or “**Proposals**” means all of the documentation and information submitted by a Proponent in response to the RFP.

“**Proposal Submission Deadline**” means the Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP.

“**Request for Proposals**” or “**RFP**” means this Request for Proposals issued by CIPS for the purchase of the Services, and all addenda thereto.

“**RFP Coordinators**” means the individuals identified in Section 4.2.1.

“**Services**” means the services intended to be procured pursuant to this RFP.

“**Technical Proposal**” is the component of the Proposal that contains the information to be evaluated based on the criteria listed in Section 2.5.

“**Unfair Advantage**” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to CIPS and which is not available to other Proponents, (ii)



communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

PART 2 – SCOPE OF WORK

2.1 GUIDING PRINCIPLES

The Deliverables will be developed following these guiding principles:

- **Security-centric architecture** – Solution architecture and development ensure security of data transmission and storage.
- **Targeted and results oriented** – develop a website that serves the needs and interests of CIPS’s key audiences; develop and deliver a website that improves access to knowledge tools and information resources, allows for digitization key processes including membership application/renewal, certification application/renewal, accreditation, and member management.
- **Audience-centric** – design and implement a website based on a thorough understanding of the key audiences.
- **User-friendly** – the website should be easy to use and navigate.
- **Agile** – perform all design and development work using an iterative agile methodology.
- **Efficient and accountable** – maintain efficient and effective processes and project management practices and ensure clear accountability throughout the Project.
- **Collaborative** – the Contractor will work closely with the CIPS project manager, as well as staff and volunteers across multiple CIPS entities throughout the execution of the Project.
- **AODA compliant** – the website must meet AODA standards for accessibility.

2.2 BUSINESS REQUIREMENTS

User Story and Content workshops were held with key stakeholders. Consistent themes emerged around the need for the new website to have improved usability, content and information architecture, and access to key functionality. **Please refer to Appendix D for a list of the User Stories and Appendix E for a Generic Conceptual Solution Architecture. These two appendices represent the scope of the required solution.**

In order to leverage existing skill sets within CIPS and to take advantage of economies of scale, the CIPS website will be built on WordPress. The website will also utilize the same look-and-feel and templates (where possible) as the CIPS Saskatchewan website (<https://sk.cips.ca/>).

2.3 SCOPE OF WORK

The Contractor will produce the Deliverables detailed in the table below that can be used without additional compensation or restrictions, by any current or future contractor appointed by CIPS to assist with other phases or aspects of the Project.

Key Activities

A suggested overview of the key project phases, activities and Deliverables is provided below.

Project phases	General Statement of Activities and Deliverables	Phase Deliverables
Discovery Phase	<ul style="list-style-type: none"> The Proponent will lead a discovery phase to verify and prioritize already identified functional business requirements, perform overlap/gap analysis with other key projects underway, and provide a finalized scope and effort estimate for the remainder of the project. If required a Project Change Request can be issued, pending approval from CIPS if some of the assumptions the Proponent used to formulate initial effort estimates are not verified due to changes in project dependencies or the business environment. 	<ul style="list-style-type: none"> Detailed functional specification including prioritization of user stories Weekly project status updates
Content Assessment	<ul style="list-style-type: none"> The Proponent will review existing content audit, determine which content is to be migrated to the new site and migrate the designated content to the new site. 	<ul style="list-style-type: none"> Content migration plan, including content inventory to be migrated Weekly project status updates
Information Architecture	<ul style="list-style-type: none"> The Proponent will Develop new website information architecture taking into account dependencies and interaction with the current CIPS provincial websites. 	<ul style="list-style-type: none"> Information Architecture design workshops Information Architecture for CIPS website Weekly project status updates
UX Design	<ul style="list-style-type: none"> The Proponent will design new user experience, user interaction, and required wireframes and mockups. The Proponent will leverage as many existing CIPS Saskatchewan design components as possible. The Proponent will perform all design and development work using an iterative agile approach. 	<ul style="list-style-type: none"> UX Design workshops Wireframes Mock-ups User flows Weekly project status updates
Development	<ul style="list-style-type: none"> The proponent will build-out the CIPS website as per the Functional Specification and Design deliverables. 	<ul style="list-style-type: none"> Sprint Demos Weekly project status updates

<p>Testing</p>	<ul style="list-style-type: none"> • The Proponent will perform functional, accessibility, and performance testing; • The Proponent will support CIPS in conducting user acceptance testing. 	<ul style="list-style-type: none"> • Functional testing • Performance/Load testing • UAT Support • Defect Tracking and Resolution Reports • Weekly project status updates
<p>Deployment</p>	<ul style="list-style-type: none"> • The Proponent will work with existing (or new) hosting provider to deploy CIPS website to staging and production environments. 	<ul style="list-style-type: none"> • Deployment Plan • Weekly project status updates
<p>Training</p>	<ul style="list-style-type: none"> • The Proponent will train CIPS non-technical staff, power users and administrators on the operation and maintenance of the website, keeping in mind that the level of WordPress expertise ranges from novice to intermediate. 	<ul style="list-style-type: none"> • In-person training session(s) • Training documentation • Weekly project status updates
<p>Documentation & Knowledge Transfer</p>	<ul style="list-style-type: none"> • The proponent will ensure appropriate documentation is created and knowledge of website design and operation transferred to CIPS staff. 	<ul style="list-style-type: none"> • Technical and functional development documentation • Well-documented code • Documentation of WordPress configurations • In-person knowledge transfer session(s)

The following **should not be considered** as part of the scope of the RFP:

- Hosting services.
- Content creation for the website.

2.4 PROJECT PERSONNEL

The Proponent should submit information related to the qualifications and experience of the personnel who will be assigned to provide the Services as requested below in Rated Criterion RC06 in section 2.5.2.

Ideal Project Team

The ideal Contractor project team as a whole will possess the following attributes:

- Have experience with developing custom web applications within WordPress websites;
- Demonstrated expertise in working with Membership Management Systems;
- Proven experience in information architecture and organization of content and knowledge resources;
- Proven understanding of applicable cybersecurity standards, processes, and technologies;



- Proven Project Management skills;
- Strong technical experience with ability to understand system integrations;
- Service guarantees - focus on account management and customer service.

Project Team Structure and Project Governance

The Contractor will be required to provide a project team structure that identifies a single point of accountability and a dedicated project manager. The project team may include sub-contractors that are engaged for specific expertise and Deliverables.

The Contractor will work closely with CIPS staff across multiple units as needed. CIPS will identify a project manager that will lead the engagement and interactions with the Contractor. The CIPS project manager will be the key point of contact during the Project and he/she will coordinate input and participation by other CIPS staff/stakeholders, obtaining approval on key decisions and Deliverables from senior decision makers if needed.

2.5 PROPOSAL EVALUATION CRITERIA

2.5.1 Mandatory Criteria

The following are the mandatory requirements in this RFP are outlined in the table below:

Criterion ID	Criterion
MC01	Form of Offer (Section 3.2.1 and Appendix B)
MC02	Rate Bid Form (Section 3.2.2 and Appendix C)

Proposals that do not include these forms will be rejected, subject to this section. If there is missing administrative information on a form, such as a missing signature, the Proponent will be given the opportunity to rectify the deficiency within a prescribed period of time. Failure to rectify the deficiency in the prescribed period of time will lead to disqualification of the Proposal.

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

2.5.1.1 Form of Offer – Appendix B (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix B) completed and signed by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of CIPS, the Proponent is found to be in a Conflict of Interest, CIPS may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated



Agreement other than those disclosed in the Form of Offer. Where CIPS discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, CIPS may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

(b) General

CIPS, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that CIPS determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

2.5.1.2 Rate Bid Form – Appendix C (Mandatory Form)

The Rate Bid Form, completed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates.
- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately
- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement.
- Travel and accommodation expenses shall not be included in the rates quoted and shall be billed separately and charged upon approval by CIPS. Original itemized receipts are required for reimbursement. Meals, hospitality, and other incidentals shall not be included in eligible expenses.
- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

2.5.2 Rated Criteria

The Proposals will be assessed against the following set of Rated Criteria:

Criterion ID	Criterion	Weight (Points)
RC01	<p>Understanding: In their Proposal, the Proponent has demonstrated a solid understanding of the CIPS business context, challenges, and the strategic objectives of the new GMF Website project.</p> <p><i>Response Guideline</i> Demonstrate your firm’s understanding of the scope of work as defined in this RFP. Demonstrate that your firm can undertake the full scope of work outlined or if you must employ any subcontractors. If subcontractors will be used, please identify them clearly in your proposal. Also include anticipated risks and critical success factors (CSF) for this project.</p>	5
RC02	<p>Methodology: In their Proposal, the Proponent has demonstrated an established, proven agile methodology for gathering user requirements, designing and delivering high impact, content-rich websites and platforms with excellent UX, UI, and information architecture, and quality code.</p> <p><i>Response Guideline</i> Proposals should clearly outline a thoughtful approach for developing the website that meets the objectives of the project. Outline your deliverables and processes for all phases of the project from discovery, strategy, design and development to launch and training. Describe how your firm will ensure timelines are respected and how unplanned variances will be managed and explain how your team will collaborate and coordinate with CIPS staff and other stakeholders. The proposed cadence of production deployments during the project should also be included.</p>	10
RC03	<p>Proposed technical solution: In their Proposal, the Proponent should explain the reasoning behind architectural and technical decisions. This includes and non-custom components of the proposed solution such as packaged software, SaaS subscriptions, standards or protocols.</p> <p><i>Response Guideline</i> Proposals should clearly articulate a technical solution architecture, demonstrating underlying technologies. Proponents are not restricted in the mix of custom/packaged software in their proposed solution architecture but should explain why certain vendors/standards were selected.</p>	10
RC04	<p>Security architecture: In their Proposal, the Proponent should explain how their technical solution will ensure a secure data transmission and storage.</p> <p><i>Response Guideline</i> Proposals should clearly articulate how their technical architecture will keep user and system data highly secure at all times.</p>	10

RC05	<p>Workplan: In their Proposal, the Proponent includes a project schedule with well-defined phases and clearly defined roles with responsibilities delineated between CIPS and the Proponent. Effort estimates must be assigned to each phase, by role.</p> <p><u>Response Guideline</u> <i>Clearly outline a project workplan showing the roles and effort estimates associated with the various phases of the project. The workplan explains how and when resources will be assigned to the creating deliverables as per your stated methodology. Clearly identify key project deliverables as well as responsibilities between the Proponent and CIPS. The workplan should include estimated timelines for the project through all phases. Project efforts will be confirmed and finalized after the discovery phase.</i></p>	5
RC06	<p>Costs: In their Proposal, the Proponent includes a detailed budget of all project phases and a rate card for all roles to be employed in project delivery as per outlined in the Rate Bid Form (Appendix C). Additionally, any estimated fixed fees associated with the proposed solution (including any one-time or ongoing software licensing costs) must be included.</p> <p><u>Response Guideline</u> <i>Ensure that cost estimates are exhaustive. While there will be an opportunity for effort estimates and scope to be adjusted if necessary, at the discretion of CIPS after the discovery phase, rate cards cannot be revised. All cost should be quoted in Canadian dollars, exclusive of HST. Ongoing costs such as software subscriptions should be detailed separately from project costs.</i></p>	20
RC07	<p>Skills and Experience: In their Proposal, the Proponent includes the resumes of the resources they propose to employ in the delivery of the project including CIPS designations.</p> <p><u>Response Guideline</u> <i>Demonstrate why your team is best suited to deliver this project.</i></p>	10
RC08	<p>Reference Case Studies: In their Proposal, the Proponent has included two (2) case studies (including references) outlining how they delivered projects with scope similar to those outlined in this RFP, demonstrating their ability to deliver the CIPS website.</p> <p><u>Response Guideline</u> <i>Demonstrate how your firm has used your unique combination of methods, skills, experience, and culture to successfully deliver a project with scope similar to the this proposed project..</i></p>	15
RC09	<p>Warranty and Support: In their Proposal, the Proponent outlines warranty terms including how production bugs and defects will be addressed that is deemed as appropriate and acceptable by CIPS. Additionally, what post-deployment support packages are offered.</p> <p><u>Response Guideline</u></p>	10



	<i>Provide text of your software warranty including commitments to quality, defect-free deliverables, and remediation methods for production defects.</i>	
RC10	CIPS Designation: Do any resources proposed to work on the project hold an active CIPS designation (I.S.P., ITCP, AITP)?	5
	Total Points	100

NOTE: Failure to answer all criteria in a way deemed adequate to CIPS will result in rejection of the Proposal. Such Proposals shall not be considered for an award of contract. CIPS reserves the right to waive this requirement in the event no Proposal achieves all minimum scores.



PART 3 – EVALUATION OF PROPOSALS

3.1 STAGES OF PROPOSAL EVALUATION

CIPS will conduct the evaluation of Proposals in the following four (4) stages:

Stage Number	Evaluation Stage
Stage 1	Evaluation of Proposal
Stage 2	Evaluation of Presentation
Stage 3	Cumulative Score
Stage 4	Tie Break

3.1.1 Stage 1 – Evaluation of Proposal

Stage 1 will consist of a review to determine which Proposals are deemed to be complete, appropriate and competitive based on an evaluation of Mandatory Criteria and Rated Criteria.

Proposals are deemed to be incomplete, appropriate and competitive, subject to the express and implied rights of CIPS, will be disqualified and not be evaluated further.

3.1.2 Proof of Insurance

By signing the Form of Offer, the Proponent agrees, if selected, to carry insurance as outlined in Appendix A – Form of Agreement. The selected Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by CIPS.

3.1.3 References

Reference checks will be performed to confirm or clarify information provided within the Proponent’s Proposal. The reference checks themselves will not be scored, however CIPS may adjust rated requirements scoring related to the information obtained during the reference check.

If a reference check does not substantially support and confirm the information provided in the RFP, and the reason for the discrepancy is not clarified by the Proponent to CIPS’s reasonable satisfaction, CIPS reserves the right to reject the Proposal.

3.1.3 Stage 2 – Evaluation of Presentation

The top three (3) scoring Proposals will be invited to Stage 2, which is a two-hour presentation, completed by the proposed team, including a question and answer session. Each presentation will receive a score out of 20.



The objective of the presentation will be:

1. For Proponents to articulate the unique value they present to this project;
2. Demonstrate the projects references in the Proposal;
3. Answer questions from CIPS staff and volunteers.

3.1.4 Stage 3 – Cumulative Score

At the conclusion of Stage 2, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of CIPS, the highest scoring Proponent will become the Preferred Proponent.

3.1.5 Stage 4 – Tie Break

Where two (2) or more Proposals achieve a tie score on completion of the evaluation process, CIPS shall break the tie by selecting the Proponent with the highest score in Stage 1, as the Preferred Proponent.

3.2 PREFERRED PROPONENT

After identifying the Preferred Proponent, if any, CIPS will prepare the contract for execution by the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to CIPS, as an interim measure.

CIPS shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, CIPS makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions on the Agreement does not obligate CIPS to negotiate or execute the Agreement.

3.3 PROJECT CHANGE CONTROL

If, due to an unforeseen change in circumstances during project delivery, the project scope (including but not limited to deliverables, effort estimates, cost estimates, or schedules) needs to be modified in a manner that the Preferred Proponent and CIPS mutually agree on, a Project Change Request can be submitted by the Preferred Proponent to amend the terms of the Agreement. Project Change Requests will only be executed if approved by CIPS.



PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

The following is a summary of the anticipated key dates for this RFP process:

Task	Date (End of Day)
RFP released	Nov 1, 2021
Indication of interest and intention to respond	Nov 5, 2021
All questions received from vendors via email	Nov 19, 2021
An aggregate of all questions and answers sent to bidders	Nov 26, 2021
Proposals must be received by	Dec 6, 2021
Evaluation of Proposals	Dec 6 – 31, 2021
Invitation to Present sent to short-listed vendors	Jan 5, 2022
Presentations to CIPS*	Jan 24 – 28, 2022
Preferred Proponent selection and notification	Feb 4, 2022
Contract development and execution	Feb 7 – 18, 2022
Project Kick-Off	April 1, 2022

Note – all times specified in this RFP timetable are local times in Mississauga, Ontario, Canada.

* Due to COVID-19 restrictions all presentations will be conducted via video conference.

CIPS may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

CIPS may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion. In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline

4.1.2 Proponents to Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made.

4.1.3 Proposals in English

All submissions of Proposal are to be in English only. Any Proposals received by CIPS that are not entirely in the English language may be disqualified.



4.1.4 Purchasers Information in RFP Only an Estimate

CIPS makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

4.1.5 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal;
- The Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- The conduct of any due diligence on its part, including any information gathering activity;
- The preparation of the Proponent's own questions prior to the Proposal Submission Deadline; and
- Any discussion and/or negotiation, if any, in respect of the Agreement.

4.2 Communication after RFP Issuance

4.2.1 RFP Coordinator Contact Information

All communications regarding any aspect of this RFP must be directed to the following RFP Coordinator:

- Name: Mary Jean Kucerak
- Title: Chief Operating Officer
- Email: mj@cips.ca

Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator may be disqualified from RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- any employee or agent of CIPS (other than the RFP Coordinator);
- any member of the Evaluation Team;
- any expert or advisor assisting the Evaluation Team; and
- any member of CIPS's governing body or the governing bodies of CIPS provincial entities.



4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

- Shall report any errors, omissions or ambiguities
- May direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the RFP Coordinator

All questions submitted by Proponents by email to the RFP Coordinator shall be deemed to be received once the email has entered into the RFP Coordinators' email inbox.

In answering a Proponent's questions, CIPS will set out the question(s), but without identifying the Proponent that submitted the question(s) and CIPS may, in its sole discretion:

- Edit the question(s) for clarity
- Exclude questions that are either unclear or inappropriate
- Answer similar questions from various Proponents only once

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

No such communications are to be directed to anyone other than RFP Coordinator. CIPS is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the RFP Coordinator on any matter it considers to be unclear. CIPS shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

4.2.3 Confidential and Minor Questions

- Proponents may categorize their questions as either (a) questions that are of general application and that would apply to other Proponents ("General Questions"), or (ii) questions that the Proponent considers to be commercially sensitive or confidential to that particular Proponent ("Confidential Questions").
- If CIPS disagrees with the Proponent's categorization of a question as a Confidential Question, CIPS will give the Proponent an opportunity to either re-categorize the question as a General Question or to withdraw the question.
- If CIPS determines, in its sole discretion, that a Confidential Question, even if it is withdrawn by a Proponent, is of general application or is necessary to clarify an ambiguity or error in the RFP, CIPS may issue a clarification to Proponents that deals with the same subject matter as the withdrawn Confidential Question.
- If CIPS agrees with the Proponent's categorization of a Confidential Question, then CIPS will provide a response to that question to only the Proponent that submitted the question.



- CIPS may, in its sole discretion, distribute responses to questions of a minor or administrative nature only to the Proponent who submitted the minor or administrative question

4.2.4 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.3 exist, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. If appropriate, the RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.3 were present with respect to the RFP; or
- Claim that CIPS is responsible for any of the circumstances listed in Section 4.2.3 of this RFP.

4.2.5 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section.

If CIPS, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda emailed to the email address identified in each Proponent's Proposal. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on CIPS.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CIPS. In the space provided in the Form of Offer, Proponents should confirm receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer. In the event a Proponent fails to confirm receipt of addenda, CIPS reserves the right to require such confirmation as a condition of proceeding with the evaluation of the Proposal.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by email, since they must obtain through email all of the information documents that are issued.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

4.3 Proposal Submission Requirements

4.3.1 General

CIPS will not accept hardcopy Proposals.

To be considered in the RFP process, a Proponent's Proposal, must be received by CIPS on or before the Proposal Submission Deadline as set out in Section 4.1.1, via the following e-mail address **mj@cips.ca**.

Proposals received after the Proposal Submission Deadline shall not be considered and shall be unopened.



The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

4.3.2 Proposal Submission Requirements

Proposals should be packaged and submitted in accordance with the instructions set out in this RFP.

Proposals should be completed without delineations, alterations, or erasures.

Changes to the content or format of any RFP form may disqualify the submission.

Proposal should be clearly marked with RFP title, closing date and time, Proponent name and contact person.

4.3.3 Other Proposal Considerations

In preparing its Proposal, the Proponent should adhere to the following:

- All pages should be numbered
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable Appendices, or as may be directed in this RFP.

4.3.4 Proposal Receipt by Purchaser

The date and time of receipt of a Proposal shall be the date/time stamped assigned by CIPS for the receipt of electronic Proposals.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by or before the Proposal Submission Deadline. CIPS assumes no liability whatsoever for Proposals not fully received by CIPS's designated inbox by the Submission Deadline, regardless of the cause. Proposals that are not completely received by the system by the Proposal Submission Deadline will be rejected. To ensure receipt of the Proposal, Proponents are encouraged to submit their Proposal well in advance of the Proposal Submission Deadline and to contact CIPS to confirm receipt of the Proposal with the RFP Coordinator after the Proposal has been submitted and prior to the Proposal Submission Deadline.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. CIPS has no obligation to return withdrawn Proposals.

4.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.



CIPS has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to CIPS at no additional charge. Any requirement that may be identified by the Contractor subsequent to signing the Agreement shall be provided at the Contractor's expense.

4.3.8 Proponent's Proposals Retained by CIPS

All Proposals submitted by the Proposal Submission Deadline shall become the property of CIPS and will not be returned to the Proponents.

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent 30 Days from the Proposal Submission Deadline.

4.3.10 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

4.3.11 Amendments to Proposals

Subject to Section 4.1.1 and Section 4.2.5, CIPS shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

4.3.12 Proposals will not be Opened Publicly

Proponents are advised that there will not be a public opening of this RFP. CIPS will open Proposals at a time subsequent to the Proposal Submission Deadline.

4.3.13 Clarification of Proponent's Proposals

CIPS shall have the right at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent.

CIPS shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by CIPS from a Proponent in response to a request for clarification from CIPS may be considered to form an integral part of the Proponent's Proposal, in CIPS's sole discretion.

4.3.14 Verification of Information

CIPS shall have the right, in its sole discretion, to:



- Verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means CIPS may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable.
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and CIPS shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. CIPS and the Proponent shall each bear its own costs in a connection with access to the Proponent's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to CIPS verifying such information, including references.

4.3.15 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Section 3.3 will form a part of the evaluation process.

4.3.16 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

4.3.17 Exclusivity of Contract

The Agreement, if any, executed with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

4.3.18 Substantial Compliance

CIPS may accept Proposals which are substantially compliant with this RFP.

4.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of CIPS.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, CIPS shall be entitled to take all reasonable steps as may be deemed necessary by CIPS, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.



4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

It is CIPS's aim to award the contract as soon as possible following the Proposal Submission Deadline and CIPS anticipates that Preferred Proponent will be selected within no later than 90 days of the Proposal Submission Deadline. Notice of selection by CIPS to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within seven (7) Days of notice of selection. This provision is solely to the benefit of CIPS and may be waived by CIPS at its sole discretion.

Proponents are reminded that they can seek clarification about the terms and conditions set out in the Form of Agreement. CIPS will consider such requests for clarification in accordance with Section 4.2.2 of the RFP.

4.4.2 Failure to Enter Into Agreement

In addition to all of CIPS's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within seven (7) Days of notice of selection, CIPS may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

Once the Preferred Proponent has executed the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process.

4.5 Prohibited Communications, Confidential Information

4.5.1 Confidential Information of CIPS

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of CIPS and shall be removed from CIPS's premises only with the prior written consent of CIPS.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of CIPS.
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.
- Must be returned to CIPS upon request.

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, CIPS shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by CIPS.



During any part of this RFP process, CIPS or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because CIPS has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

4.5.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4.5.4 Personal Information

Personal Information shall be treated as follows:

- **Submission of Information** – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. Should CIPS request such information, CIPS will treat this information in accordance with the provisions of this section. CIPS shall maintain the information for a period of seven (7) years from the time of collection.
- **Use** – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by CIPS shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.
- **Consent** – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to CIPS. CIPS will consider that the appropriate consents have been obtained for the disclosure to and use by CIPS of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

CIPS reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to CIPS.

4.5.6 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the Competition Act, R.S.C. 1985, c. C-34.

4.5.7 Intellectual Property

The Proponent shall not use any intellectual property of CIPS, including but not limited to, logos, registered trademarks, or trade names of CIPS, at any time without the prior written approval of CIPS.



All Deliverables, documentation, services, and intellectual property rights of any kind derived and/or developed pursuant to the contract shall remain the exclusive property of CIPS.

4.6 Reserved Rights and Governing Law

4.6.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, CIPS reserves the right to:

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at CIPS's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in CIPS's sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with CIPS impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with CIPS, or has otherwise failed to perform such contract to the reasonable satisfaction of CIPS, the Proponent has been charged or convicted of an offence in respect of a contract with CIPS, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of CIPS.
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a subcontractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to CIPS.



- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
 - CIPS determines it would be in the best interest of CIPS not to award an Agreement
 - The Proposal prices exceed the bid prices received by CIPS for services acquired of a similar nature and previously done work
 - The Proposal prices exceed the costs CIPS would incur by doing the work, or most of the work, with its own resources
 - The Proposal prices exceed the funds available for the Services, or
 - The funding for the acquisition of the proposed Services have been revoked, modified, or has not been approved

and where CIPS cancels this RFP, CIPS may do so without providing reasons, and CIPS may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal, and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against CIPS or is otherwise engaged in a dispute with CIPS.
- By submitting a Proposal, the Proponent authorizes the collection by CIPS of the information identified in this RFP, which CIPS may request from any third party.

4.6.2 Rights of CIPS – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within 7 Days from being notified of its position as the Preferred Proponent, CIPS may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, CIPS may, in its sole discretion, terminate the discussions.
- Exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

4.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.



- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if CIPS commits a material breach of CIPS's obligations pursuant to this RFP, CIPS's liability to the Proponent, and the aggregate amount of damages recoverable against CIPS for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of CIPS, shall be no greater than the lesser of (a) \$1000 and (b) actual and direct Proposal preparation costs, exclusive of employee time, profit or overhead costs, that the Proponent seeking damages from CIPS can demonstrate were incurred. In no event shall CIPS be liable to the Proponent for any breach of CIPS's obligations pursuant to this RFP which does not constitute a material breach thereof.

4.6.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of CIPS. Any act in derogation of the foregoing shall be null and void.

4.6.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

4.6.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

4.6.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.



Appendix A: Form of Agreement

This Agreement (the **“Agreement”**) is hereby made and entered into

BETWEEN:

CANADIAN INFORMATION PROCESSING SOCIETY, a not-for-profit corporation incorporated under the laws of Canada and having a place of business at 1375 Southdown Road, Unit 16 – Suite 802, Mississauga, Ontario.

(“CIPS”)

and

FULL LEGAL CONTRACTOR NAME, a JURISDICTION OF INCORPORATION corporation and having a place of business at ADDRESS

(“Contractor”)

CIPS and the Contractor shall be referred to individually as a **“Party”** and collectively as the **“Parties”**.

This Agreement, including Schedules A, B, and C, as well as the terms contained in the CIPS Website Renewal RFP issued on INSERT DATE (**“RFP”**), constitutes the entire understanding and agreement between the Parties (**“Agreement”**) and supersedes all prior correspondence, offers, negotiations, agreements, or other communications between the Parties relating to the subject matter hereof, whether oral, written or electronic, and including the terms of any Contractor acknowledgement form. No changes or modification to this Agreement shall be binding upon a Party unless in writing and signed by both Parties.

This Agreement will be effective commencing from INSERT DATE (**“Effective Date”**) and shall end on DATE (**“Term”**) unless earlier terminated in accordance with the provisions of this Agreement.

The following Schedules are attached and incorporated in this Agreement by reference:

Schedule A – Statement of Work

Schedule B – General Terms and Conditions

Schedule C – Contractor’s Proposal, dated XXX, 20XX
(“Proposal”)

In witness whereof, the Parties have executed this Agreement through their duly authorized officials.

CANADIAN INFORMATION PROCESSING SOCIETY

CONTRACTOR FULL LEGAL NAME

Per: _____

Per: _____

NAME

NAME



SCHEDULE A – STATEMENT OF WORK

1. SCOPE OF WORK

The Contractor is being engaged to provide the services and deliverables as described in this Schedule A (“Services” and “Deliverables”, respectively) relating to the RFP, all as more fully described in this Schedule A.

2. SERVICES & DELIVERABLES

SERVICES

SERVICES TO BE PERFORMED	DELIVERY DATE
As per RFP and Proposal	

DELIVERABLES

DELIVERABLES	DELIVERY DATE
<p>As per RFP and Proposal</p> <p>CIPS shall be entitled to up to two (2) reviews of draft Deliverables prior to considering a Deliverable accepted and final.</p> <p>All draft and final Deliverables must be delivered in an electronic editable format acceptable to CIPS and be able to be used without additional compensation or restrictions, by any current or future contractor appointed by CIPS.</p>	

3. ACCEPTANCE

The Services, including the applicable Deliverables, shall be subject to review and approval by CIPS. The criteria for acceptance of the Services, including the applicable Deliverables, shall be as determined by CIPS in its sole discretion.

4. ASSIGNMENT OF PERSONNEL

The Contractor assigns the personnel, which includes both employees and contractors (“Personnel”), described in the Proposal to perform the Services. Changes in Personnel shall require the prior written approval of CIPS.

CIPS assigns INSERT NAME/TITLE as CIPS representative for the purposes of this Agreement. CIPS may change CIPS representative at any time upon notice to the Contractor.

5. FEES

A milestone plan has been established for the Services, including as applicable Deliverables, and is set forth in the table below. The firm fixed price for Services of INSERT AMOUNT, stated in Canadian dollars, is inclusive of all overheads, and fees, and is valid for the Term of this Agreement (“Price”).

6. OTHER FEES AND EXPENSES

CIPS will not reimburse the Contractor for any fees or expenses except as described in Section 5 above.



Notwithstanding the foregoing, if CIPS, in its sole discretion decides to reimburse reasonable pre-approved expenses related to the Services including costs of travel, accommodation, meals and incidentals, departure dates must be pre-approved by CIPS. All expenses must be accounted for within 30 days of completion of the assignment. Except for meal and incidental per diems, all other expenses must be accompanied by original receipts. Please note that the Contractor must submit an invoice for the remainder of flight tickets and boarding passes.

SCHEDULE B - GENERAL TERMS AND CONDITIONS

1. SERVICES, PRICE, INVOICES, RECORDS & AUDIT

1.1 Services - CIPS hereby engages the Contractor to provide, and the Contractor hereby agrees to provide, services as set forth in Schedule A of this Agreement ("Services"). CIPS may, by notice in writing to the Contractor, request changes to the Services. Any such change shall be agreed in writing by the Parties within a period not to exceed five (5) business days, and this Agreement shall be deemed amended accordingly. The Contractor shall assign Personnel named in the Agreement, or as applicable, Personnel satisfactory to CIPS, to perform the Services. CIPS may require the Contractor to withdraw and replace any person and require that the Contractor promptly provide a replacement satisfactory to CIPS. The Contractor shall deliver the Services in accordance with the project schedule set forth in Schedule A, and if Schedule A does not contain a project schedule, then the project schedule shall be as advised by CIPS. The Contractor acknowledges that time is of the essence in completing the Services and that the Contractor's failure to deliver any Services in accordance with the required schedule will result in expense and damage to CIPS.

1.2 Price - In consideration of the full, satisfactory and timely performance of Services by the Contractor, CIPS shall pay to the Contractor the fees and expenses as described in Schedule A of this Agreement ("Price"). The Price includes, and the Contractor shall be responsible to pay, any amounts required to be paid under any statute, regulation, by-law or otherwise as a result of receipt of amounts by CIPS for Services rendered by the Contractor including without limitation any taxes, impositions, charges and exactions imposed on or measured by this Agreement except for Goods and Services Taxes or Harmonized Sales Taxes or other applicable sales and use taxes (individually and collectively "Sales Taxes"), all of which are to be separately stated on the Contractor's invoices. The Price shall be fixed for the duration of the term of the Agreement and is the firm, all-inclusive rate including all labour, materials, photocopies, telephone charges, overhead, profit, taxes and all other costs associated with providing all the work, goods and materials, and carrying out the activities outlined in the Agreement. Except for those costs that comply with the policy set out in Schedule A and for which CIPS has specifically agreed to reimburse the Contractor, all costs, including but not limited to per diem, hotel, travel and commuting expenses, if any, incurred by the Contractor in connection with the performance of Services under this Agreement, shall be borne by the Contractor. CIPS shall have no liability for any other expenses or costs incurred by the Contractor.

1.3 Invoices - The Contractor shall issue invoices to CIPS for Services in accordance with Schedule A. The invoice shall describe the nature of the activity and, only where amounts are based on a time and materials basis, the amount of time spent in the performance of the activity as a measure of the

Contractor's work. The invoice shall also be numbered and make reference to the purchase order number indicated on Page 1 of this Agreement or otherwise provided by CIPS. Each invoice shall be sent to the CIPS representative set out in Schedule A at the address designated in this Agreement.

1.4 Payment - Except as expressly provided in this Agreement, the Contractor shall be paid within thirty (30) days of receipt of an invoice.

1.5 Records and Audit - The Contractor agrees to maintain accurate records of effort spent in the performance of Services under this Agreement and to retain such records for seven (7) years after final payment under this Agreement. CIPS reserves the right to, itself or through an independent third party auditor, audit at reasonable times and upon reasonable notice any of the Contractor's records related to this Agreement, including compliance with subsection 6.1(vii). The Contractor's reasonable expenses arising from such audit or examination shall be borne by CIPS unless the results of the audit indicate that accurate records have not been maintained by the Contractor or that the Contractor did not comply with the terms of this Agreement, and in such case the Contractor shall bear the cost of the audit (in addition to being responsible for any associated damages, costs and expenses).

2. CONTRACTING PARTIES

2.1 It is the intention of CIPS and the Contractor that for all purposes the Contractor is and shall remain an independent contractor and the sole employer of all Personnel assigned by the Contractor to perform the Services. Under this Agreement, the Contractor is obligated to perform all requirements of an employer under federal, provincial, and local laws and ordinances. Such compliance shall include, but not be limited to, laws regarding the payment of minimum wages, pension plan contributions, employment insurance premiums, federal and provincial income taxes, and worker's compensation premiums and health premiums.

2.2 The Contractor shall not represent or claim that the Contractor and/or its Personnel, is an employee, representative or agent of CIPS. The Contractor shall be strictly liable for any claim or complaint made by the Contractor or the Contractor's employees, contractors or representatives that claims an employment relationship between CIPS and the Contractor and/or any of its employees, contractors or agents.

2.3 Nothing herein shall be construed to create or imply that there exists between the Parties any partnership, joint venture, co-ownership, or other joint undertaking or combined business organization. The respective obligations and rights of CIPS and the Contractor are limited to the terms of this Agreement.

3. TERM AND TERMINATION

3.1 CIPS may terminate this Agreement with immediate effect:

- a) In the case of any actual or alleged criminal offence committed by the Contractor or its Personnel;
 - b) In the event of the death of the Contractor Personnel assigned to perform the Services or in the event of disability of such Personnel during a period exceeding thirty (30) days;
 - c) In the event that the project for which the Services are required is terminated by CIPS or other party;
 - d) In the event the Contractor or its Personnel breach the provisions of Article 7 (Confidential Information) or Article 8 (Intellectual Property);
 - e) In the event that, in its sole discretion, CIPS concludes that there is a conflict of interest, such as any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Contractor's other commitments, relationships or financial interests: (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement, and the Contractor has failed to remedy said conflict of interest within 15 days of receiving notice from CIPS; or
 - f) For any reason by providing the Contractor with two (2) weeks' notice which can be waived in whole or in part by the Contractor at its discretion and in such case the Contractor's termination notification shall be effective as of the date of such waiver with compensation to the Contractor equivalent to the notification period.
- 3.2 Either Party may terminate this Agreement with immediate effect:
- a) *In the case of a curable material breach of the terms of this Agreement by the other Party where such breach continues after thirty (30) days' written notice from the non-defaulting Party stating the particulars of such breach; or*
 - b) *In the case of bankruptcy or insolvency proceedings are instituted by or against the other Party, or the other Party is adjudicated a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors or proposes or makes any arrangements for the liquidation of its debts or a receiver or receiver and manager is appointed with respect to all or any part of the assets of the other Party.*
- 3.3 CIPS shall have no liability for termination of the Agreement except for payment of Services rendered and accepted by CIPS or expenses incurred in relation thereto prior to the date of the termination. CIPS shall have no liability for termination of the Agreement where the Agreement is terminated by reason of sub-section 3.1(a), (b), (c), (d) or (e).
- 4. OBLIGATIONS OF THE CONTRACTOR**
- 4.1 The Contractor undertakes, and the Contractor shall ensure that Contractor Personnel assigned to perform the Services undertake, to:
- a) Devote best efforts to provide the Services in accordance with the requirements of CIPS, the RFP and this Agreement;
 - b) Promptly respond to any reasonable request for information made by CIPS concerning the Services;
 - c) Procure all licenses and permits and to pay all fees, and other required charges, as each applies to the Services;
 - d) Comply with all applicable laws, order, rules, regulations, ordinances, permits, licenses including without limitation any applicable guidelines and directives, of any local, provincial, or federal government authority that govern or apply to the Services;
 - e) Not make or promise to make any improper payments or provide or offer anything of value, directly or indirectly, to government officials or other parties in violation of the Canada Corruption of Foreign Public Official Act (CFPOA) or any other applicable anti-bribery laws;
 - f) Comply with all CIPS's policies as are advised in advance to the Contractor and the Contractor's Personnel including, without limitation, facilities rules, policies regarding the use of software, databases, computers or computer networks and files belonging to CIPS;
 - g) Promptly inform CIPS of any act or event, including litigation, which may materially and adversely affect the Contractor's ability to perform its obligations under this Agreement; and
 - h) Use the Contractor's or the Contractor Personnel's own equipment, tools and material, including but not limited to, electronic devices such as computers and mobile telephones, necessary to perform the Services for CIPS, except as otherwise specifically agreed in writing with CIPS.
- 4.2 During the Term of the Agreement, the Contractor shall maintain industry standard insurance coverage which shall include: (i) commercial general liability insurance, for limits of liability in an amount not less than \$2,000,000 per occurrence and cover bodily injury, death, and property damage for any occurrence or series of occurrences arising out of one cause, and not less than \$2,000,000 in the annual aggregate and (ii) errors and omissions liability insurance coverage appropriate to the contract for not less than \$2,000,000 per claim and annual aggregate.
- 4.3 The Contractor covenants and agrees that it shall not sub-contract or delegate the performance of the Services, except as described in the Proposal.
- 5. OBLIGATIONS OF CIPS**
- 5.1 CIPS undertakes to:
- a) Provide the Contractor with all documentation and information, necessary to enable the Contractor to perform the Services in accordance with the terms of this Agreement; and
 - b) Pay the Price for Services performed and accepted by CIPS in accordance with the terms of this Agreement.
- 6. WARRANTIES, INDEMNIFICATION, LIMITATION OF LIABILITY**
- 6.1 The Contractor represents and warrants that (i) each of its Personnel assigned to perform the Services shall have the proper skill, training and background and will perform the Services in a competent and professional manner in keeping with industry standards; (ii) all Services will be performed in accordance with the requirements of this Agreement; (iii) the Contractor including its Personnel shall not, with respect to the Deliverables, knowingly infringe any third party intellectual property rights; (iv) CIPS will receive free, good and clear title to all work product including, without limitation, the Deliverables; (v) the Contractor is in compliance with any applicable third party licenses related to any Deliverables provided under this Agreement; (vi) no litigation, mediation or arbitration are current or pending or

have been threatened, and so far as the Contractor is aware no claim has been made, which is likely to have an adverse effect on its compliance with its obligations under this Agreement; (vii) during the term of the Agreement, the hourly rates or unit prices charged shall not be higher than the rates charged to Contractor's other public sector customers for similar services. If the Contractor or its personnel perform non-conforming Services or provide non-conforming Deliverables, CIPS may, in addition to any other remedy, require the Contractor, including its Personnel, to correct the non-conforming Deliverables or re-perform the non-conforming Services, at the Contractor's cost and expense.

- 6.2 The Contractor warrants that no member of the House of Commons of Canada nor of the Senate shall be admitted to any share or part of this Agreement or to any benefit arising therefrom and that neither the Contractor nor any of the Contractor's personnel have promised, offered or given and shall not promise, offer or give, any bribe, gift or gratuities to employees, agents or representatives of CIPS for the purpose of securing this Agreement or securing favorable treatment under this Agreement. The Contractor also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out its obligations under this Agreement.
- 6.3 The Contractor agrees to be responsible for its own actions and those of its Personnel. Contractor agrees to indemnify and hold harmless and, upon CIPS's request defend, CIPS, and its directors, officers, employees and agents, from and against any and all claims, causes of action, suits, losses, costs (including attorney's fees and allocable costs of in-house counsel and expenses), liability, or damages (including without limitation property damage, bodily injury, death, punitive or special damages) in connection with or by reason of, in whole or in part from:
 - a) The Contractor's failure, or the Contractor Personnel's failure, to comply with any of the provisions of this Agreement including, without limitation Articles 4, 6, 7 or 8;
 - b) A claim, finding or award, including but not limited to a human rights complaint or determination, that the Contractor and/or the Contractor's Personnel are not independent contractors as set out in Section 2.2 of this Agreement; or
 - c) Any negligent act, omission, or willful misconduct of Contractor or its Personnel in the performance of this Agreement.
- 6.4 In no event shall CIPS, including its directors, officers, employees and contractors, be liable under this Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused, including, but not limited to, loss of profits or revenue, work interruption, increased cost of work, or any claims or demands against the Contractor by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise and whether or not CIPS, including its directors, officers, employees and contractors, is advised of the possibility of such damages. In no event shall CIPS's, including its directors', officers', employees' and contractors' liability for direct damages under this Agreement exceed the Price for Services performed by the Contractor and for expenses incurred by

the Contractor including its Personnel in the performance of such Services and authorized by CIPS.

7. CONFIDENTIAL INFORMATION

- 7.1 The Contractor acknowledges that during the Term of this Agreement the Contractor, including its Personnel, will have disclosed to it, receive, or have access or be exposed to, Confidential Information. "Confidential Information" shall mean passwords and usernames provided to the Contractor by CIPS, all information, requirements, all technical and commercial information belonging to CIPS concerning without limitation finances, processes, marketing, pricing, employees, correspondence, policies, drawings, designs, reports, contracts, data, client lists, information on clients, algorithms, data structure, know-how, trade secrets, methodologies, models, deliverables, tools, presentations, training, coaching programs, education or other materials and resources, software, copyrights, business models and any other information of a confidential or proprietary nature, whether disclosed orally or in writing, and which is (i) disclosed or exposed to, or received or accessed by, the Contractor or its Personnel in connection with this Agreement, or (ii) is marked or designated as confidential at the time of disclosure, or (iii) is disclosed to the Contractor or its Personnel in circumstances of confidence, or (iv) which would be understood by the Contractor or its Personnel, applying reasonable business judgment, to be confidential information. All information disclosed through access to the non-public areas of CIPS's premises, and through access to CIPS's computer networks, servers and portals shall be considered Confidential Information, whether or not marked, unless specifically notified in writing to the contrary. Notwithstanding the foregoing, the following information shall not be considered as Confidential Information:
 - a) Information for which public disclosure has been expressly authorized in writing by CIPS;
 - b) Information which, prior to or at the time of disclosure, was in the public domain or thereafter becomes available to the public other than by a breach of this Agreement;
 - c) Information which was, on or before the date of disclosure to the Contractor or its Personnel, in the possession of the Contractor or its Personnel, as shown by the Contractor's business records;
 - d) Information which was lawfully received by the Contractor or its Personnel from a third party without restriction on disclosure and without breach of this Agreement ; or
 - e) Is independently developed by the Contractor or its Personnel without the use of the Confidential Information received from CIPS.
- 7.2 The Contractor undertakes, and the Contractor agrees to ensure that the Contractor's Personnel undertake to preserve in strict confidence and not disclose to any third party any Confidential Information and not use the Confidential Information directly or indirectly for any purpose other than for the performance of Services under this Agreement. Furthermore, the Contractor undertakes to ensure that any information provided by CIPS is disclosed to the Contractor's Personnel, only on a strict "need to know" basis and only for the purposes of performing the Services and Deliverables under this Agreement.

- 7.3 All Confidential Information shall remain the property of CIPS and except as expressly provided in this Agreement, nothing herein shall grant to the Contractor, or the Contractor's Personnel, expressly or by way of implication, any ownership right or license to use any of the Confidential Information disclosed to it by CIPS.
- 7.4 Upon expiration or termination of this Agreement or at the request of CIPS, the Contractor shall immediately, cease all use of and return all Confidential Information to CIPS.
- 8. INTELLECTUAL PROPERTY**
- 8.1 The Contractor acknowledges and agrees, and the Contractor shall ensure that the Contractor's Personnel shall acknowledge and agree, that the Intellectual Property rights as defined below are and shall remain the exclusive property of CIPS. Nothing in this Agreement nor the use by the Contractor or its Personnel of the Intellectual Property shall in any way give to the Contractor or its Personnel any interest in the Intellectual Property or grant to the Contractor or its Personnel any right or license to use any CIPS Intellectual Property for any purpose other than performance of the Services hereunder. "Intellectual Property" or "IP" shall mean all intellectual property rights worldwide including without limitation, all rights in any trade secret, know-how, logo, trademark and copyright, including modifications and improvements thereto and all Confidential Information comprised thereof or embodied therein, and owned or controlled or used under authorization, by CIPS.
- 8.2 The Contractor agrees, and the Contractor shall ensure that the Contractor's Personnel shall each agree, that, the Deliverables provided in relation to the Services shall be the exclusive property of CIPS throughout the world, whether or not copyrighted, and without regard to the expiration or termination of this Agreement, and shall, from the time of creation, be considered Intellectual Property of CIPS. The Contractor hereby irrevocably and unconditionally sells, conveys, assigns and transfers to CIPS all right, title and interest, worldwide, in, to and under such Deliverables, and waives all moral rights that the Contractor may have with respect to the Deliverables and shall relinquish and transfer and set over to CIPS any and all interest in such work and the Contractor shall ensure that each of its Personnel shall irrevocably and unconditionally sell, convey, assign and transfer to CIPS, without the necessity of any consideration received by the Contractor's Personnel, all right, title and interest, worldwide, in, to and under such Deliverables and shall waive all moral rights that the Contractor's Personnel may have with respect to the Deliverables and shall relinquish and transfer and set over to CIPS any and all interest in such work.
- 8.3 Without limiting the generality of the provisions of Article 8.2, all work product including, without limitation, Deliverables created by Contractor or the Contractor's Personnel under this Agreement shall be deemed "work made for hire" and shall belong solely to CIPS. The Contractor hereby assigns, and the Contractor shall ensure that each of Contractor's Personnel shall assign, to CIPS all right, title and interest in, and under such work product.
- 8.4 Work product means everything that is produced by Contractor and the Contractor's Personnel in the course of this Agreement, including, without limitation, notes, reports, documentation, drawings, creations, works, tools, methodologies, programs, materials, presentations, training, know-how, copyrights, standards, work-in-progress and Deliverables in hardcopy and modifiable electronic format.
- 8.5 To the extent Contractor incorporates third party materials in any Deliverable, Contractor shall ensure CIPS is provided with the necessary rights in such third-party material to fully exercise CIPS's rights of ownership in Deliverables as contemplated herein.
- 9. NON-EXCLUSIVITY**
- 9.1 CIPS reserves the right to contract with other firms or individuals during the Term of this Agreement to procure services similar to those being performed by the Contractor.
- 10. FORCE MAJEURE**
- 10.1 Neither Party shall be liable for any delay or failure in performing its obligations hereunder that is due to circumstances beyond such Party's reasonable control, including, but not limited to, acts of God or the public enemy, actions or decrees of government entities, civil unrest, acts of terrorism, riots, war, fire, floods, unusually severe weather, earthquakes, volcanoes, and explosions ("Force Majeure Event") provided that such circumstances were not reasonably foreseeable by such Party and, by the exercise of reasonable commercial due diligence, could not have been prevented or mitigated by such Party.
- 10.2 The Party affected by a Force Majeure Event shall promptly give written notice to the other Party of the nature of any such conditions and the extent of the anticipated delay, at which time performance of this Agreement, to the extent affected by the Force Majeure Event, shall immediately be suspended without penalty to such affected Party. The affected Party shall take all reasonable measures to resume performance hereunder as soon as such Force Majeure Event is removed or ceases.
- 10.3 If an event of Force Majeure lasts for more than forty-five (45) days, CIPS may terminate this Agreement immediately upon written notice to the Contractor.
- 11. APPLICABLE LAW, INJUNCTIVE RELIEF, DISPUTE RESOLUTION**
- 11.1 This Agreement shall be governed by the laws of the Province of Ontario including the federal laws of Canada applicable therein and without reference to conflict of laws provisions.
- 11.2 Notwithstanding the obligations set out in Section 11.4, in the event of a dispute claim, question or disagreement arising from or relating to this Agreement or the breach thereof (individually and collectively, "Dispute"), where the Price set out in the Agreement is less than twenty-five thousand dollars (\$25,000.00), the Parties shall use reasonable efforts to attempt to resolve the Dispute. If the Parties do not reach such a solution within a reasonable time, the Parties agree to submit the Dispute to the exclusive jurisdiction of the courts of the Province of Ontario located in Ottawa, Ontario.
- 11.3 Notwithstanding the obligations set out in Sections 11.2 and 11.4, the Contractor hereby recognizes that violation, breach or anticipated breach of the Confidential Information obligations and/or the Intellectual Property obligations of this Agreement may cause serious and irreparable harm to CIPS for which an action in damages may not be a sufficient remedy. Consequently, the Contractor recognizes that CIPS may, in addition to an action in damages, have the right to take the appropriate proceedings to obtain an interlocutory or permanent injunction in any jurisdiction of its choice as soon as possible as a necessary remedy to enjoin any further breach or

anticipated breach by the Contractor and without prejudice to the rights of CIPS to obtain damages.

11.4 Dispute Resolution

- 11.4.1 Subject to the provisions of sub-article 11.4.2, in the event of any Dispute, the Parties shall use reasonable efforts to attempt to resolve the Dispute. If the Parties do not reach such a solution (or agree in writing to mediate the Dispute), within a period of thirty (30) business days, then, upon notice by either Party to the other Party, and prior to taking any other legal actions, all Disputes shall be finally settled by arbitration pursuant to the Arbitration Act of Ontario before a single arbitrator, selected by the Parties or appointed (in the event the Parties cannot agree). The arbitration shall be held in Ottawa, Ontario. The arbitrator's decision shall be final and binding. The arbitrator shall issue a written decision setting forth in reasonable detail the basis for the decision. The arbitrator shall have no authority to award damages inconsistent with this Agreement or punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute, and the Parties hereby expressly waive their right to obtain such punitive damages in arbitration or in any other forum. The arbitrator shall award to the prevailing Party, as determined by the arbitrator and if any, all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorney's fees. The arbitral award may be entered in any court having jurisdiction. All aspects of the arbitration will be final.
- 11.4.2 Disputes that are based on Intellectual Property Rights (including but not limited to trademark or copyright infringement, and misuse or disclosure of trade secrets) shall be submitted to a court of competent jurisdiction and are not subject to the arbitration procedures mandated by sub-article 11.4.1. The prevailing Party in any action or proceeding that arises out of this sub-article 11.4.2. shall be entitled to recover reasonable attorney's fees, costs, and litigation expenses from the non-prevailing Party.
- 11.4.3 The procedures set forth in this sub-article 11.4 shall be the sole and exclusive procedures for the resolution of Disputes between the Parties arising out of or relating to this Agreement. All applicable statutes of limitation and defences based upon the passage of time shall be tolled while the procedures (including optional mediation) specified in this sub-article are pending. The Parties shall take necessary action that is required to effectuate such tolling. Each Party is required to continue to perform its obligations under this Agreement pending resolution of any Dispute arising out of this Agreement unless to do so would be impossible under the circumstances. The requirements of this sub-article 11.4 shall not be deemed to constitute any waiver of any right of termination under this Agreement.

12. GENERAL

- 12.1 Any failures, delays or forbearances of either Party in insisting upon or enforcing any provisions of this Agreement, or in exercising any rights or remedies under this Agreement, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

- 12.2 Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing, by personal delivery, commercial courier, registered mail or by email, and addressed to the recipients as designated in this Agreement or to such other municipal address, email address or individuals as may be designated by notice given by either Party to the other. Any communication given by personal delivery, commercial courier or by registered mail or by email shall be conclusively deemed to have been given on the day of actual delivery thereof.
- 12.3 If any provision or clause of this Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
- 12.4 This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, successors and permitted assigns.
- 12.5 The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the termination and expiration of this Agreement shall so survive, including without limitation those contained in sub-article 1.2, sub-article 3.3, sub-article 4.2, Articles 6, 7, 8, 11 and 12.
- 12.6 The Contractor shall not make any public statement relating to this Agreement, any Services performed under this Agreement, or any of the transactions contemplated by this Agreement, or the relationship of the Parties, without the prior written consent of CIPS.
- 12.7 The provisions of this Agreement are for the benefit of the Parties and not for any other person. Nothing herein shall create a contractual relationship with or cause of action in favor of a third party against either CIPS or the Contractor.
- 12.8 Headings are included in this Agreement for convenience of reference only and are not intended to be full or accurate descriptions of the contents thereof.
- 12.9 All references in this Agreement to the masculine gender include the feminine gender; and all references to the singular include the plural and vice versa.
- 12.10 This Agreement may be executed and delivered (including by Email transmission or by protocol document format ("PDF")) in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.



Appendix B: Form of Offer

Each Proposal must include this form completed and signed by the Proponent.

To: CIPS National

1. Proponent Information

The full legal name of the Proponent is	
Any other relevant name under which the Proponent carries on business is	
The jurisdiction under which the Proponent is governed is	
The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is	
Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity	

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Services in accordance therewith at the rates set out in the Rate Bid Form.

3. Prices

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in Appendix C.



4. Mandatory Forms

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:

Mandatory Forms	Yes, Enclosed	Can be Found on Page # of the Proposal
Appendix B – Form of Offer		
Appendix C – Rate Bid Form		

5. Addenda and Questions/Answers

The Proponent is deemed to have read and accepted all addenda and question/answer documents issued by CIPS prior to the Deadline for Issuing Final Addenda.

The onus remains on Proponents to make any necessary amendments to its Proposals based on this information.

The Proponent is requested to confirm that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

Addenda and Question/Answers	Complete this column by inserting the number/quantity received
The number of addenda received =	
The number of question/answer documents received =	

6. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for 90 Days following the Proposal Submission Deadline.

7. Disclosure of Information

The Proponent 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 if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to CIPS's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.



8. Proof of Insurance and Good Standing under the Workplace Safety and Insurance Act (Ontario)

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and, as applicable, a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario) as set out in the Form of Agreement.

9. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.9 of this RFP.

Conflict of Interest	Conflict of Interest (Yes or no)	If yes, please set out the details of the actual or potential Conflict of Interest below
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?		

The Proponent agrees to provide any additional information, which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, CIPS concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent’s Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

10. Execution of Agreement

If its Proposal is selected by CIPS, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

PROPONENT LEGAL NAME

per: _____
Name: [Insert Name]
Title: [Insert Title]

I have authority to bind the Proponent.



Appendix C: Rate Bid Form

Proponents must complete the tables below and submit this completed form as their financial Proposal.

Proposal Rate Card

Project Role		Hourly Rate, exclusive of HST
1		
2		
3		
4		
5		
6		
7		

Proposal Price

<u>Project Phase as per section 2.3 of the RFP</u>	<u>Role</u>	<u>Effort Estimate (for phase)</u>	<u>Total Cost of Role for Phase (effort x rate)</u>
<u>Total Project Cost</u>			

Additional Goods or Services (one-time or ongoing)

Item	Total Cost, exclusive of HST

Payment Terms and Conditions

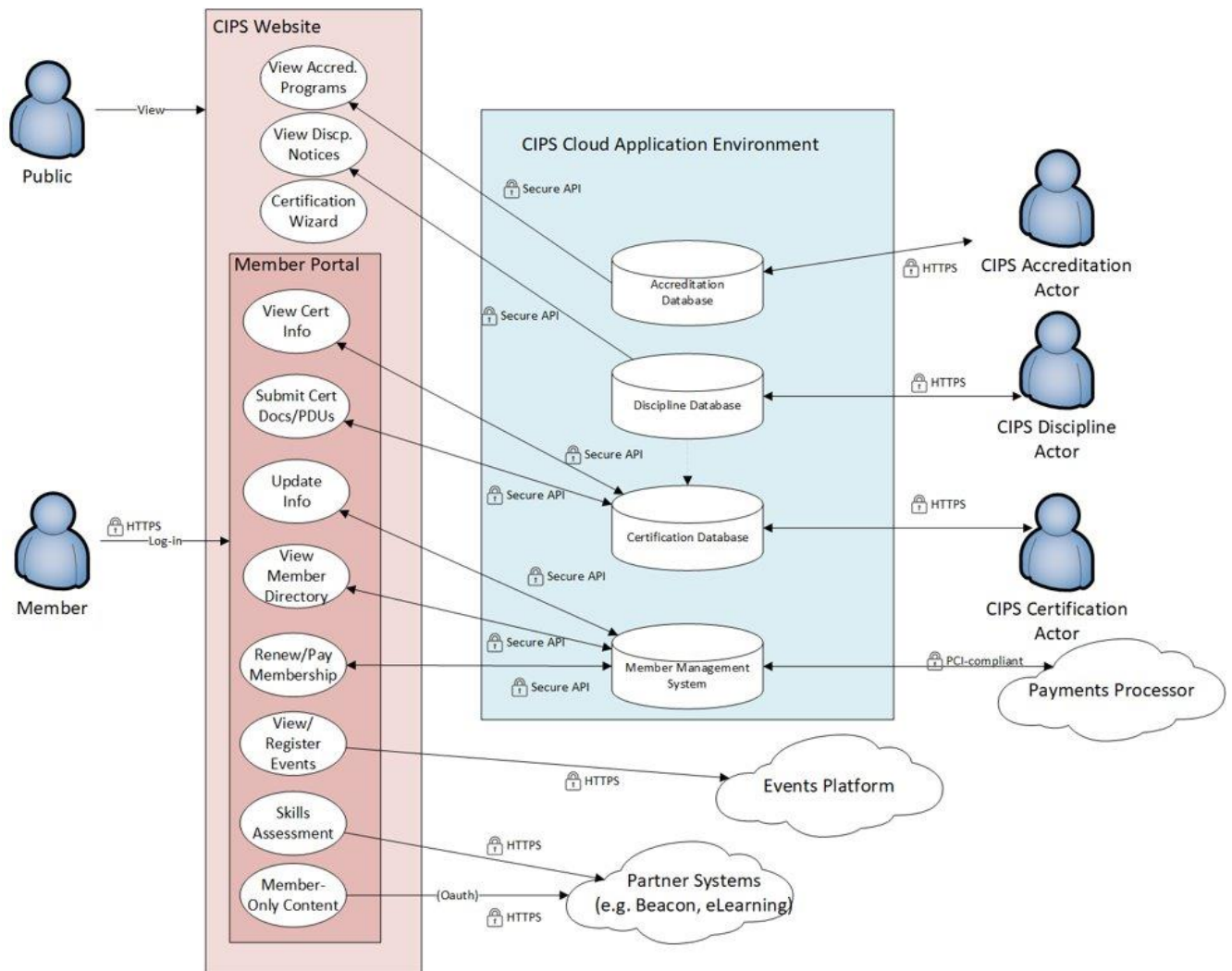
Payment terms and conditions will be negotiated with the Preferred Proponent prior to signing an Agreement. Please submit proposed payment terms and conditions with your Proposal which will be used only as guidance for future negotiations.



Appendix D: Business Requirements - User Stories

User stories can be accessed in a spreadsheet attached to this PDF named "Functional Business Requirements.xlsx".

Appendix E: Business Requirements - Generic Conceptual Solution Design



Key Notes and Assumptions

1. This conceptual solution architecture represents an architectural view of the solution scope. The full solution scope can be defined by combining Appendices D and E.
2. The Member Management System can be a SaaS solution hosted outside the CIPS Cloud Application Environment if the vendor has adequate API support.
3. An external system can be used for event registration (e.g. Eventbrite).
4. This conceptual solution does not include new content creation requirements.
5. Accreditation Database, Discipline Database, and Certification Database will be custom-built, database-driven web applications built on a cloud platform



- (e.g. Azure, AWS, GCP, etc.) to be defined during the delivery project. Each of these applications can be deployed independently of the others.
6. The CIPS Website will be deployed on WordPress. The CIPS Job Board can be run off of a WordPress widget/plugin.
 7. It should be assumed for the purposes of scope definition that any existing cips.ca content/functionality will need to be replicated on the new CIPS Website