



## CultureLink Settlement and Community Services

### Request For Proposal (RFP): IT Service Provider

April 5, 2022

THE INFORMATION YOU ARE ABOUT TO VIEW, INCLUDING BUT NOT LIMITED TO: SPECIFICATIONS, SCHEDULES, SKETCHES, TECHNICAL INFORMATION AND DATA, IS THE PROPERTY OF CULTURELINK AND IS PROVIDED TO THE USER ON THE UNDERSTANDING THAT SUCH INFORMATION SHALL REMAIN **STRICTLY CONFIDENTIAL**. ITS CONTENTS, IN WHOLE OR IN PART, SHALL NOT BE DISCLOSED OR USED IN ANY MANNER OTHER THAN FOR THE PURPOSES OF RESPONDING TO THIS REQUEST FOR PROPOSAL (RFP). BY OPENING THESE MATERIALS AND VIEWING THIS INFORMATION, YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS SET FORTH (MORE DETAILS IN SECTION 3).

## ***Table of Contents***

1	Purpose
2	Organizational Background and Context
3	Legal Statements and Confidentiality
4	Overview of Current CultureLink IT Hardware Environment & Required Services
5	Security Policies
6	Selection Criteria
7	Information Requirements
7.1	Corporate Information
7.2	Proposed Approach and Solution
7.3	Support
7.4	Financials
8	Communications and Response Information
9	Notification of Expression of Interest and Clarification Questions
10	Response Delivery Instructions
11	Vendor Presentations
12	Key Dates
	Appendix A –Non Disclosure Agreement (NDA)
	Appendix B – Standard IT Hardware Specifications
	Appendix C – Response Times and Levels

## **1 Purpose**

CultureLink Community Services (CultureLink) invites your organization to respond to this RFP. The focus of the RFP is to select a single organization to provide IT value added services to CultureLink for a one-year period (with the option for extension). The intent is to form a relationship with a technology service provider and subsequently work with that organization (if required) to select a preferred hardware manufacturer to supply standard IT hardware units at negotiated prices.

## **2 Organizational Background and Context**

CultureLink is a settlement and community organization and registered charity with more than 30 years' experience in developing and delivering services to meet the needs of diverse communities. Passionate about providing innovative services, we adapt to changes and create new programs that best respond to and address our clients' specific needs.

Our team of more than 70 staff members, speaking more than 30 languages, is dedicated, knowledgeable, and multicultural. We serve between 10,000 and 12,000 participants on average each year.

Our services connect cultures to build welcoming communities. We assist newcomers looking for employment, help families navigate the school system, and provide youth with the skills necessary for bright and successful futures. We support refugees and bring together new and established Canadians.

CultureLink provides a wide range of settlement and community programs from children to seniors. It delivers these programs directly through schools, libraries, community centres, onsite at its premises, and through its partners and over 500 volunteers throughout Toronto. All services are provided at no charge.

Major funders include Immigration, Refugees and Citizenship Canada (IRCC), Human Resource and Skills Development Canada (HRSDC), the Ontario Ministry of Children, Community and Social Services, the City of Toronto, the United Way Greater Toronto, and the Ontario Trillium Foundation. CultureLink also receives contributions from corporations, institutions, foundations and individuals.

## **3 Legal Statements and Confidentiality**

### **Notice to Bidders**

This RFP is not an offer to enter into an agreement with any party, but rather a request to receive proposals from entities interested in providing the products and/or Services outlined herein ("Bidders"). Such proposals shall not constitute offers to enter into an agreement.

CultureLink reserves the right to reject any or all of the proposals received without explanation, to enter into discussions or negotiations with one (1) or more Bidders as CultureLink sees fit and to

contract in the best interests of CultureLink, all at the sole and unfettered discretion of CultureLink. The proposal offering the lowest prices will not necessarily be accepted. CultureLink further reserves the right to request further proposals or presentations, and to negotiate with any Bidder on amendments to the work (including changing the scope of the work) and to its proposal with or without reference to any other Bidder.

CultureLink may, in its sole discretion, request any supplementary information whatsoever from a Bidder, after the deadline for submission of responses. However, CultureLink is not obliged in any way whatsoever to request supplementary information from other Bidders. A request for supplementary information does not constitute an offer and shall not create any further obligations on CultureLink.

CultureLink may, in its sole and unfettered discretion, decline to evaluate any response that, in CultureLink opinion, is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

In the event that one (1) Bidder is selected during this process, and subsequent negotiations result in failure to reach agreement on significant contractual issues, CultureLink reserves the right to resume negotiations with other Bidders at any time prior to signing a definitive agreement.

CultureLink may, in its sole and unfettered discretion, change or discontinue this RFP process at any time whatsoever.

In summary, and without limiting the generality of the preceding paragraphs, CultureLink may, in its sole and unfettered discretion and at any time during the RFP process,

- reject any or all of the responses
- accept any response
- request supplementary information from any or all Bidders
- if only one (1) response is received, elect to accept or reject it
- elect not to proceed with the RFP
- alter the timeline, the RFP process or any other aspect of this RFP; and/or
- cancel this RFP and subsequently advertise or call for new responses for the subject matter of this RFP.

### **Statement of Confidentiality**

Every applicant must sign the nondisclosure agreement (NDA) attached as **Appendix A** to participate in the RFP process.

The contents of this Request for Proposals (RFP) and all discussions related to this RFP are confidential to CultureLink, (such information is referred to as “Confidential Information”) and this Confidential Information is the property of CultureLink. All use and disclosure of Confidential Information is subject to the terms of the NDA. Disclosure of Confidential Information to unauthorized persons is strictly prohibited. Confidential Information may be disclosed only as contemplated by the NDA. All Confidential Information and any copies thereof shall be returned to CultureLink upon request.

These obligations do not apply to information that is in the public domain or to information that is required to be disclosed by law or by any court order requiring such disclosure. If you do not agree with these obligations, immediately return this RFP to CultureLink.

## **4 Overview of Current CultureLink IT Hardware Environment & Required Services**

In brief, CultureLink's software and hardware comprise a Microsoft Windows environment spread over two offices located in Toronto. Two Active Directory domains authenticate users to access local resources either through VPN or through office networks; There are approximately 85 active users at any given time. Both offices are protected with Meraki firewalls that provide VPN service and secure access to the internet. Email is provided through Microsoft 365.

Please see **Appendix B** for more details and the inventory list.

The Bidder is expected to provide the following services (both on-site when necessary and remote support otherwise):

### **Infrastructure**

#### Asset management

- Desktops
- Laptops
- Monitors
- Phones (physical and mobile)
- Servers
- Network devices (routers, firewalls, wifi APs, etc.)

#### Network Support:

- Router/Firewall Configuration & Monitoring
- Switch Configuration & Monitoring
- WiFi Configuration & Monitoring
- Internet Service Provider Management

#### Server Support:

- Microsoft Windows
- 24x7 Proactive Monitoring
- Proactive Maintenance
- Patch Management

#### Email Support:

- Email Administration (Office 365, Google Apps, Exchange, POP3/IMAP) [Again, pick your platform to make things easier, would suggest O365]
- Email Provider Management
- Email Monitoring (Office 365 & Google Apps)

#### Printer Support

- Local Printers

- Network Printers
  - Driver/Software installations
  - Reservation of logical network space for printer (IP address reservation)
  - Scan-to-email configuration and basic troubleshooting
- Provider Liaison

#### Security & Protection

- Endpoint Protection
- Centralized Management
- Mobile Device Security

#### Data Backup daily incremental and weekly full

- Maintain Local backups for one month
- Maintain Off-Site backup for one year
  - HIPAA Compliant
  - 28 Day Version History
- Data backup should be encrypted using acceptable encryption key standards compliant with CultureLink policies.
- Encryption keys should be rotated every 6 month
- Encryption keys should be maintained in a security location accessible by privileged users only
- Management, Monitoring and remediation of failed backup

#### Network Cabling

- Basic Cabling
- Advanced Cabling

#### Reporting

- Provide weekly report of all activities performed during week
- Respond to management inquiries within one business day

### **Application Services**

The chosen Bidder will need to act as CultureLink's liaison for technical support resources for web development, third party application support, etc. [talk to Jemima about internal person]

#### Web Hosting Support

- Web Hosting (3rd party web hosting provider)
- Domain Name Registration
- Control Panel Administration
- Web Development Liaison

#### Application Support

- Microsoft Office
- 3rd Party Application Technical Liaison

### **End User Support**

*Expected response times and service levels are outlined in **Appendix C.***

Workstation Support:

- Microsoft Windows (supported versions)
- Mac OSX
- Industry standard monitoring and security [have a cyber/data policy where client data is only stored on servers not on devices, like storing it on Office 365; check policy]
- Patch Management (Including Adobe, Java, and more)

Mobile Device Support:

- Email Setup (iOS/Android) [policy should be simplified for just using iOS; this simplifies your landscape and iOS is more secure than Androids, there are cost conscious iPhones now as well]

### **Administrative Services**

- Service reporting based on response times and levels outlines in Appendix C
- Asset & inventory reporting
- Procurement services (acquisition of required hardware and software related to services provided)

## **5 Security Policies**

CultureLink's services to clients require collection and storage of privacy data subject to privacy laws. The chosen service provider will be required to adhere to the applicable CultureLink Information Security Policies including:

- Security Awareness Program
- Teleworking/Mobile Devices
- Information Classification
- Information Transfer
- Encryption
- Disk Encryption
- Removable Media
- User Management
- Patch Management
- Malware Management
- Centralized logging
- Backup Management
- Incident Response
- Hardening Standards

*Please note that these policies are currently in development.*

## **6 Selection Criteria**

CultureLink will use multiple criteria to select the most appropriate partner. Bidders are encouraged to be as creative as possible in their proposals. The following table summarizes the major areas that will be evaluated, along with their overall weighting.

<i>Criterion</i>	<i>Weighting</i>
Service offering and experience	25%
Customer service and support	25%
Pricing	25%
Account management	15%
Reporting capabilities	10%
Total	100%

CultureLink will also be assessing to ensure that Bidders:

- (a) Have systems that are compatible with CultureLink's IT systems
- (b) Are diverse and inclusive at all levels, including firm leadership, and support legal industry diversity initiatives.
- (c) Undertake robust cyber-security measures to protect client data; and
- (d) Work efficiently with CultureLink's vendors, partners, and volunteers.

## **7 Information Requirements**

For the purposes of understanding more about your company and your ability to successfully complete this important CultureLink initiative, please provide the information below as part of your response, clearly referencing each specific question in your response.



## **7.1 Corporate Information**

1. Please provide a profile of your company, including the following information:

- Number of years in operation;
- Number/type of employees;
- Annual sales volumes for the Canadian marketplace;
- Office locations that service the City of Toronto;
- Types of products and services offered;
- Types of customers serviced;
- Identification of any products or services previously provided to CultureLink or other Canadian charities or not-for-profits;

Please provide any other relevant information as required to describe your organization.

2. Please provide details of three current customer accounts that are similar in scope and requirements to those of CultureLink. Note that CultureLink will not contact these references without providing you with advance notice.

3. Please provide a copy of your company's Corporate Profile Report, produced no more than thirty (30) days prior to the submission of your proposal.

## **7.2 Proposed Approach and Solution**

1. Please review and comment on CultureLink's current standard hardware specifications as presented in Appendix B.

2. Please provide a proposed work plan for a migration to your organization as CultureLink's preferred technology service provider. Specifically, provide the following information:

- i. Key activities
- ii. Timing
- iii. Deliverables
- iv. Key milestones, checkpoints, and other decision points

3. If CultureLink elects to move forward with your organization, what CultureLink resources would you require on an ongoing basis (e.g., information, data, staff members, communication) during the course of migration and on an ongoing basis?

4. Please describe your experience in providing the following services:

- Configuration
- PC deployment (including a standardized image)
- Asset inventory management
- Life cycle management of hardware units
- Warranty, break fixes and installation
- Software licensing control
- Technical support
- Reporting and communication

5. Please describe your experience in providing server technology and service for your customers, focusing on planning, implementation, and ongoing support.

6. Describe the process that you will employ, subsequent to your selection as CultureLink's preferred technology service provider, to select a preferred IT hardware manufacturer and negotiate preferential pricing. What role will CultureLink play in that selection process?
7. Please respond to the following question: upon selection of your organization as CultureLink's technology service provider, how can CultureLink be objectively assured that the pricing levels received will remain highly competitive over a multi-year period which may include the introduction of new models?

### **7.3 Support**

1. Describe your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.
2. Please provide details on your standard reporting capabilities.
3. Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective.
4. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might CultureLink benefit from this process?

### **7.4 Financials**

1. Describe the pricing model(s) that you typically employ for your standard services.
2. How will CultureLink's pricing be affected by its charity/non-profit status? Is there any special consideration that your firm would consider in providing a solution to CultureLink?

Please note that CultureLink may request up to three client references for whom you have performed work similar to that requested in this RFP. This will not occur until later in the process, but please be aware that CultureLink may be requesting and contacting references from the Bidder.

## **8 Communications and Response Information**

[Christina Atkinson](#) is the representative for this initiative. For any information relative to this RFP process, please direct all inquiries to her.

## 9 Notification of Expression of Interest and Clarification Questions

If you are interested in responding to this RFP, please send an email to the above address by the time and date indicated in the *Key Dates* table below. We will then invite you to the virtual information and question period on April 13th, 2022 (the “Virtual Session”). You may attend this meeting anonymously if you would like, all Bidders will be welcome to attend.

Please also send your questions to the above address ahead of the Virtual Session so that our presenters can be best prepared to respond to them. You will, however, also be able to ask additional/follow-up questions during the Virtual Session.

Please provide the name and contact information of the individual responsible for coordinating your response. Companies submitting questions to the Virtual Session will remain anonymous.

## 10 Proposal Delivery Instructions

Please submit an electronic copy of your proposal via email to the above address. All responses must be received on or before the time and date indicated in the *Key Dates* table below so that staff can review them before presentations.

## 11 Vendor Presentations

Our intention is to hold presentations with Bidders selected by CultureLink on the *Presentations* date indicated in the *Key Dates* table below. The presentations will be either virtual or held at CultureLink offices at 2340 Dundas Street West, Toronto, and we will endeavour to provide the successful firms with as much advance notice as possible.

## 12 Key Dates

Event	RFP Issued	Indication of Interest	Virtual Info & Questions Session	Proposals Due	Presentations	Final Decision	Contract Signing and Transition Planning	Partnership Commencement Target Date*
<b>Date</b>	April 5, 2022	April 8, 2022	April 13, 2022	April 22, 2022	April 27 & 28, 2022	By May 13, 2022 at the latest	May 13-31, 2022	June 1, 2022
<b>Time</b>	12:00pm EST	By 5:00pm EST	TBD	5:00pm EST	TBD	By 5:00pm EST	N/A	12:00am EST

*\*Please note that June will be the transition month between the incumbent service provider and successful service provider, if applicable*

---

## Appendix A: Non Disclosure Agreement (NDA)

### MUTUAL NON DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2021 (the “Effective Date”), by and between CultureLink, on behalf of itself and its affiliates, having a principal place of business at 2340 Dundas Street West, Toronto, ON, M6P 4A9 (“CultureLink”), and **COMPANY NAME**, having a principal place of business or residence at **COMPANY ADDRESS** (“Company”). For the purpose of this Agreement, CultureLink and Company are sometimes referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, in connection with the evaluation of one or more possible business transactions or interactions between the Parties, each Party has requested, or may request, Confidential Information (as defined below) from the other Party; and

**WHEREAS**, each Party considers its Confidential Information to be proprietary and/or confidential and requires certain assurances from the other Party as a condition of furnishing the Confidential Information to it.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows.

#### **1.** Definition of Confidential Information.

(a) “Confidential Information” means nonpublic information revealed by or through a Party (whether in writing, orally or by another means) (the “Disclosing Party”) to the other Party (the “Receiving Party”) including, without limitation, (i) either the fact that discussions or negotiations are taking place concerning a possible transaction between the Parties or any of the terms, conditions, or other facts with respect to any such possible transaction, including the status thereof; (ii) information expressly or implicitly marked or disclosed as confidential, including, without limitation, all forms and types of financial, business, scientific, technical, economic, or engineering information including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing; (iii) information traditionally recognized as proprietary; (iv) Customer Information (as defined in Subsection 1(b) below); (v) any of the same information that properly belongs to the affiliate of the Disclosing Party and (vi) all copies of any of the foregoing or any analyses, studies, or reports that contain, are based on, or reflect any of the foregoing.

(b) “Customer Information” means information, in any form, provided to the Receiving Party by or through the Disclosing Party, which uniquely identifies a current, former, or prospective customer of the Disclosing Party or a current, former, or prospective donor to the Disclosing Party. Customer Information shall also include, but not be limited to, any information concerning customers or prospective customers of the Disclosing Party and the affairs and business activities of the Disclosing Party and/or its customers, including, without limitation, trade secret and proprietary information concerning accounts, financial standing,

investment holdings, and other personal financial data compiled by the Disclosing Party and/or provided by customers; specific financial needs and requirements with respect to investment, financial position and standing; leads, referrals, and references to customers; holding book or customer book pages; assets and obligations carried in accounts of customers; and all records and documents concerning the business and affairs of the Disclosing Party and/or its customers (including copies and originals and any graphic format or electronic media) whether developed, compiled or acquired by the Disclosing Party. As between the Parties, Customer Information shall remain the property of the Disclosing Party.

**2. Confidentiality.** At all times the Receiving Party shall protect and preserve the Confidential Information as confidential, using no less care than that with which it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and shall not use the Confidential Information for any purpose except to evaluate a possible business transaction with the Disclosing Party (the "Limited Purpose"). The Receiving Party may disclose, distribute, or disseminate the Confidential Information to any of its officers, directors, members, managers, partners, affiliates, employees, or agents (its "Representatives"), provided that the Receiving Party reasonably believes that those Representatives have a need to know such Confidential Information for the Limited Purpose and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party shall not disclose, distribute, or disseminate the Confidential Information to any third party, other than its Representatives, without the prior written consent of the Disclosing Party. The Receiving Party shall at all times remain responsible for any violations of this Agreement by any of its Representatives.

**3. Return of Confidential Information.** Promptly following the request of the Disclosing Party, the Receiving Party and its Representatives shall return to the Disclosing Party, or, at the Disclosing Party's option, expressed in writing, destroy all materials that are in written, electronic or other tangible form (including, without limitation, all written or printed documents, notes, memoranda, email, computer disks or tapes (whether machine or user readable), or computer memory, whether or not prepared by Receiving Party) that contain, summarize or abstract any portion of the Confidential Information, including, without limitation, all copies, extracts, and derivations of such materials. In addition, upon the request of the Disclosing Party, the Receiving Party shall certify to the Disclosing Party in writing the Receiving Party's and its Representatives' compliance with its obligations pursuant to this Section 3.

**4. Ownership of Confidential Information.** The Receiving Party acknowledges and agrees that, as between the Receiving Party and the Disclosing Party, the Confidential Information, together with all intellectual property rights embodied therein (including, but not limited to, all concepts, ideas, patents, copyrights, copyrightable works, trade secrets, know-how, and trademarks), are the sole and exclusive property of the Disclosing Party. The Disclosing Party shall retain all right and title to all proprietary rights in the Confidential Information and to any other intellectual property owned or otherwise provided by the Disclosing Party. The Receiving Party shall not have the right to use the intellectual property rights embodied in the Confidential Information for any purpose other than the Limited Purpose. Nothing in this Agreement is intended to grant any rights under any patent, copyright, trade secret or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information other than the limited right to review such Confidential Information in connection with the Limited Purpose.

**5.** Exclusions from the Definition of “Confidential Information”. The term “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives (or any person to whom the Receiving Party or its Representatives disclosed such information) in breach of this Agreement; (ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party without an obligation of confidentiality; (iii) was independently developed by Receiving Party without use of the Confidential Information; or (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement, confidentiality obligation, or fiduciary duty which prohibits disclosure, and the Receiving Party has no reason to believe that such source may be restricted from making such disclosure.

**6.** Compelled Disclosure. In the event the Receiving Party becomes or may become legally compelled to disclose any Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process or otherwise), the Receiving Party shall provide to the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed, and shall use its best efforts to ensure that such disclosed portion of the Confidential Information shall be afforded the maximum degree of confidentiality reasonably possible.

**7.** Further Confidentiality Obligations. Except for such disclosure as is necessary not to be in violation of any applicable law, regulation, rule or valid court order or pursuant to any requirement or process of any legal or regulatory, governmental or supervisory authority (in which case the disclosure must be made in accordance with **Error! Bookmark not defined.**6), the Receiving Party shall not, and shall not permit any of its Representatives to, without the prior written consent of the Disclosing Party, disclose to any person:

1. the fact that the Confidential Information has been made available to it or any of its Representatives or that it or any of its Representatives has received or inspected any portion of the Confidential Information;
2. the existence or contents of this Agreement;
3. the fact that investigations, discussions or negotiations are taking or have taken place concerning the Confidential Information or the Limited Purpose, including the status thereof; or
4. any terms, conditions or other matters or arrangements relating to the Confidential Information or the Limited Purpose;

**8.** Specific Performance and Injunctive Relief. The Receiving Party acknowledges that in the event of a breach of this Agreement by the Receiving Party or its Representatives, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party or its Representatives engage in, or threaten to engage in any act which violates any provision of this Agreement, the Disclosing Party shall be entitled, in addition to all other remedies which may

be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of this Agreement. The Disclosing Party shall not be required to post a bond or other security in connection with the granting of any such relief.

**9. No Warranties; No Reverse Engineering.** The Confidential Information is provided “as is,” and the Disclosing Party makes no representations or warranties, express or implied, with respect to the accuracy, appropriateness or completeness of the Confidential Information and shall have no liability to the Receiving Party or any other person or entity for any liability, damages, costs, or claims relating to or resulting from the use of the Confidential Information or any errors therein or omissions, including, without limitation, for any reliance upon the Confidential Information by the Receiving Party or such other person or entity. The Receiving Party shall not alter, reverse-engineer, decompile, or disassemble any hardware or software provided or disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information of the Disclosing Party.

Only those representations or warranties that are made in a Definitive Agreement (defined below) when, as and if executed will have any legal effect. The parties agree that unless and until a definitive written agreement between the Disclosing Party and Receiving Party (or one or more of their respective affiliates) has been executed and delivered with respect to the Limited Purpose (a "**Definitive Agreement**"), neither the Disclosing Party nor any of its affiliates will be under any legal obligation of any kind whatsoever with respect to the Limited Purpose, including any obligation to (i) consummate a transaction, (ii) conduct or continue discussions or negotiations or (iii) enter into or negotiate a Definitive Agreement. The Disclosing Party reserves the right, in its sole discretion, to reject any and all proposals made by the Receiving Party or on its behalf with regard to the Limited Purpose or a transaction, to terminate discussions and negotiations with the Receiving Party at any time and to enter into any agreement with any other person without notice to the Receiving Party or any of its Representatives, at any time and for any reason or no reason.

**10. Receiving Party's Representations and Warranties.** The Receiving Party represents and warrants that:

1. it will comply, and will require its Representatives to comply, with all applicable federal and provincial data protection and privacy laws and regulations in the maintenance, disclosure and use of all Personal Information contained in any Confidential Information that is disclosed to the Receiving Party or its Representatives hereunder.
2. it will comply, and will require its Representatives to comply, with all applicable federal and provincial data protection and privacy laws and regulations relating to personal health and medical information, medical records, and medical reports (the “Personal Health Information”) received by the Receiving Party from the Disclosing Party. Receiving Party will exhibit a heightened degree of care in receiving, accessing, storing, transferring, and deleting Personal Health Information, and shall at all times act in compliance with the *Personal Information Protection and Electronic Documents Act*, the *Personal Health Information Protection Act* (Ontario), the *Personal Information Protection Act* (Alberta), the *Health Information Act* (Alberta), and all other applicable legislation and regulations;
3. the performance of its obligations herein does not and will not violate any other contract or obligation to which the Receiving Party is a party, including covenants not to compete and confidentiality agreements; and

4. it is not legally or contractually prohibited from:
  1. discussing a potential relationship with the Disclosing Party;
  2. receiving information about a potential relationship with the Disclosing Party; or
  3. entering into a principal agreement with the Disclosing Party; and
5. it has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all Confidential Information in the Receiving Party's or its Representatives' possession or control.

**11.** Term and Termination. This Agreement will continue in effect until terminated by either Party upon thirty (30) days written notice. In the event of termination of this Agreement, the Receiving Party shall continue to hold the Confidential Information in strict confidence as set forth herein for as long as such information remains confidential (other than due to a breach of this Agreement by the Receiving Party and/or its Representatives).

**12.** No Announcements. Neither Party shall issue or approve any news release, press release, public notice or any other public announcement concerning this Agreement, the Purpose or the contemplated transaction without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed as to the form and content of such an announcement and its release, except and only to the extent that, the disclosure is required to meet the timely disclosure obligations of any Party pursuant to applicable laws or stock exchange rules in circumstances where prior consultation with the other Party is not practicable, and except to the Party's board of directors, senior management and its legal, accounting, financial or other professional advisors, any financial institution contacted by the Party with respect to any financing required in connection with the Purpose and counsel to such institution.

**13.** Non-Solicitation. Except with the prior written consent of the Disclosing Party, the Receiving Party agrees that for a period of three (3) years from the Effective Date, neither the Receiving Party nor its Representatives will directly or indirectly solicit, hire, contract or take away or cause to be hired, contracted or taken away, any officer, director, or employee or solicit, induce or attempt to induce away the business of any potential, current or actual suppliers, vendors, service providers, donors, or customers of the Disclosing Party or any of its affiliates, except pursuant to a general solicitation which is not directed specifically to any such officers, directors or employees.

**14.** Governing Law; Jurisdiction and Venue. This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of the Province Ontario. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the provincial and federal courts found in the Province of Ontario for any such disputes, and waives any objections to the laying of venue in such courts.

**15.** Entire Agreement; No Assignment; Modification and Waiver. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all existing or



prior agreements and communications, whether written or oral, relating to the subject matter hereof. No modification or amendment of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party.

**16.** Severability. The illegality, invalidity, or unenforceability of such provision shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and that provision, and this Agreement generally, shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the Parties as expressed in this Agreement.

**17.** Notice.

1. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and is deemed to have been given:
  1. when delivered by hand (with written confirmation of receipt);
  2. when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
  3. on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or
  4. on the fifth day after the date mailed, by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.
2. Such Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as is specified in a Notice given in accordance with this Section):

If to Party 1:       2340 Dundas Street West, Toronto, ON, M6P 4A9  
Facsimile:        [FAX NUMBER]  
Email:             jsabapathy@culturelink.ca  
Attention:         Jemima Sabapathy, Chief Executive Officer

If to Party 2:        [PARTY 2 ADDRESS]  
Facsimile:        [FAX NUMBER]  
Email:             [EMAIL ADDRESS]  
Attention:         [TITLE OF OFFICER TO RECEIVE NOTICES]

**18. Counterparts.** This Agreement may be executed in counterparts (which may be exchanged by facsimile or PDF), each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Company Name	
<b>By:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	

CultureLink	
<b>By:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	

## Appendix B: Standard IT Hardware Inventory

Asset Type	Quantity	Operating System
Dell Server	3	Windows 2012/2016
Dell Laptops	64	Windows 10 Pro
Dell Laptops	1	Windows 8.1 Pro
Dell Laptops	6	Windows 7 Pro
Dell WorkStations	17	Windows 10 Pro
Lenovo WorkStation	1	Windows 7 Pro
MSI WorkStation	1	Windows 7 Pro
APC UPS	3	NA
Meraki edge Firewall/router	2	NA
Konica network Printer	3	NA
Brother Printer	1	NA
Dell Printer	1	NA
TP-Link 48 ports switches	2	NA
Open-Mesh WIFI	5	NA

## **Appendix C: Response Times and Levels**

This section provides the general expectations that CultureLink has in terms of response times and severity levels. It is required that bidders are able to approximately meet these expectations.

**Fatal:** 1-2 Business Hour(s)

- Fatal means all users and critical functions are unavailable

**Severe:** 2-4 Business Hours

- Severe means many users or critical functions are affected

**Medium:** 6-8 Business Hours

- Medium means some users or functions are affected (business is able to continue for the most part)

**Low:** 1-2 Business Days

- Low means a few users or one user is affected (business is able to continue with minimal impacts)