

VULNERABILITY ASSESSMENT AND PENETRATION TESTING SERVICES AGREEMENT

THIS AGREEMENT is effective as of March 1, 2016
BETWEEN

Legal Aid Ontario

("LAO")

AND

CGI Information Systems and Management Consultants Inc.

(the "Consultant")

RFP#: LAO 2016-002 RFP Title: Vulnerability Assessment and Penetration Testing
--

LAO and the Consultant agree as follows:

1.0 Description of Services

1.1 The Consultant shall perform the services described in Schedule "A" (the "Services").

2.0 Consultant's Representations and Warranties

2.1 The Consultant represents and warrants that it is:

(a) not a non-resident of Canada within the meaning of the Income Tax Act (Canada);

(b) a company incorporated under the laws of (or a partnership registered in) the Province of Ontario;

(c) duly registered and qualified to do business wherever necessary to carry out the terms of this Agreement;

(d) not a party to, and agrees not to enter into, any agreement, business or other relationship in which it incurs any obligations which may conflict with this Agreement; and

(e) able and willing to perform the Services in a timely fashion.

2.2 The Consultant represents and warrants that the Services shall be performed faithfully and diligently in a good and worker-like manner and to a high standard of professional competence and the Services shall be suitable for the purposes specified in Schedule "A".

2.3 Acceptance or approval of any Services by LAO, whether express or implied, shall not alter the Consultant's responsibilities under this Agreement.

- 2.4 The Consultant represents and warrants that its Services shall not infringe upon or violate any patent, copyright, trade secret or any other right of any third party, and shall not be libelous or otherwise unlawful.
- 2.5 The Consultant represents and warrants that it shall comply with all federal, provincial and municipal laws, regulations and orders. The Consultant shall be responsible for obtaining any permits or licenses required for the performance of its responsibilities under this Agreement.
- 2.6 The Consultant represents and warrants that it can and does hereby waive all moral rights that it, its employees or subcontractors may have in connection with or respecting the Services or the Materials (as defined in paragraph 11.1).
- 2.7 The Consultant represents and warrants that all materials, documents, data, working papers and manuals relating to the Services shall be the property of LAO, for certainty, only materials that will be provided will consist of Vulnerability Assessments and Penetration Testing reports and shall be surrendered to LAO upon completion and written acceptance of the Services or termination of this Agreement for any reason whatsoever, unless otherwise stipulated in this Agreement. No materials, documents, data, working papers or manuals may be removed from the work area without the written permission of the LAO Representative (as defined in paragraph 14.1), nor is any information about any systems or data in them to be disclosed without similar written authorization.
- 3.0 **Cost**
- 3.1 LAO shall pay to the Consultant the fees and any amounts allocated for disbursements, as set out in Schedule "B", provided that the total liability of LAO under this Agreement shall not, in any event, exceed the amount of \$25,000 (including HST).
- 4.0 **Billing**
- 4.1 The Consultant shall invoice LAO bi-weekly.
- 4.2 Every invoice shall be in the form attached hereto as Schedule "C" or shall contain the information set out in Schedule "C".
- 4.3 Failure to provide the information required by the invoice may result in delays in payment.
- 4.4 LAO shall pay the amount due only after receipt of an invoice satisfactory to the LAO Representative and acceptance by LAO of the Services for which the invoice is given.
- 4.5 On amounts for which no payment has been issued within thirty (30) days after receipt of a satisfactory invoice and acceptance of the Services, LAO shall pay interest, on request, at the current rate of interest payable by the Province of Ontario from time to time.
- 5.0 **Time**
- 5.1 The Services shall commence on **March 1, 2016** and shall be completed not later than **May 31, 2016** unless LAO, in its discretion, extends the deadline for completion of the Services in writing.

5.2 Time shall be of the essence. No extension or variation of this Agreement shall operate as a waiver of this provision.

6.0 Reports

6.1 The Consultant shall submit progress reports to the LAO Representative as requested.

6.2 The Consultant shall, upon the request of LAO, submit a final report to the LAO Representative upon completion of the Services. When LAO has requested a final report, the Consultant shall, prior to submitting a final report, provide LAO with a draft of the final report for review and comment by LAO.

7.0 Personnel

7.1 The Services shall be performed by [REDACTED] [INSERT SPECIFIC NAMES OF ANY OTHER CONSULTANT'S EMPLOYEES WHO WILL PERFORM THE WORK EACH OF WHOM WILL HAVE TO SIGN A CONFIDENTIALITY AGREEMENT].

7.2 The Consultant shall not solicit the employment of any LAO employees in any capacity whatsoever during the term of this Agreement and for a period of one year after the termination of this Agreement.

8.0 Assignment

8.1 The Consultant shall not assign, transfer or pledge this Agreement or retain sub-contractors for the performance of the Services hereunder without the prior written consent of the LAO Representative. No assignment or sub-contract shall relieve the Consultant from its obligations under this Agreement or impose any liability upon LAO to any assignee or sub-contractor.

9.0 Limitation of Liability and Insurance

9.1 Neither Party shall be liable for any injury, death or property damage to the other Party for any claim by any third party against the other Party, unless the damage or claim was caused by the negligence or willful act of an employee or agent of the Party while acting within the scope of its obligations hereunder.

9.2 Neither Party shall be liable for any incidental, indirect, special or consequential damages or a loss of any use, revenue or profit arising out of or in any way related to this Agreement or the Services.

9.3 The Parties acknowledge that the limitations of liability contained in this Section 9.3, represent the Parties' agreement regarding the allocation of risks between them, associated with the performance of the Services and that the Fees therefor have been determined accordingly. Except as otherwise expressly provided in the Agreement, either Party may claim damages for any material default by the other Party under this Agreement, but that the remedies of the non-defaulting Party and the liability of the defaulting Party, whether contractual or in tort, shall be limited to direct damages only as set forth hereinafter and that these provisions shall apply notwithstanding the election of

the non-defaulting Party, if so entitled, to terminate or be discharged from this Agreement.

9.3(B) **Liability Cap.** In no event shall the liability of either Party under this Agreement exceed in the aggregate, the lesser of (i) total Fees paid by Customer for the deliverables hereunder or (ii) \$25,000 (such amount, a Party's "Liability Cap").

9.4 Throughout the term of this Agreement, the Consultant shall maintain the following insurance coverages and shall provide LAO with written confirmation of such coverages on request:

(a) Commercial General Liability Insurance

Commercial General Liability insurance insuring the Consultant and covering all Services as described in this Agreement to a limit of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and in the aggregate which policy will cover:

1. bodily injury, death and property damage;
2. personal and advertising injury;
3. products and completed operations;
4. blanket contractual;
5. severability of interest;
6. cross liability clause;
7. broad form property damage;
8. premises and operations; and
9. non-owned Automobile to a limit of not less than TWO MILLION DOLLARS (\$2,000,000);

\$250,000

The policy shall be endorsed to:

1. include LAO as an additional insured; and
2. contain an undertaking by the insurers to notify LAO in writing not less than thirty (30) days before any material change in risk or cancellation of coverage.

(b) Automobile Insurance

Automobile Insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000). The policy shall contain an undertaking by the insurers to notify LAO in writing not less than fifteen (15) days before any material change in risk or cancellation of coverage.

(c) Errors and Omissions Liability

Errors and Omissions liability insurance insuring the Consultant in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim and in the aggregate. The policy shall contain an undertaking by the insurers to notify LAO in writing not less than thirty (30) days before any material change in risk or cancellation of coverage.

\$250,000

The coverage under the policy shall be maintained continuously during the term of this Agreement and for two (2) years after the termination or expiration of this Agreement and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Services. If coverage under the Errors and Omissions policy is cancelled within the two (2) year period after the termination or

expiration of this Agreement, the Consultant shall provide LAO with notice within thirty (30) days of cancellation and shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained.

(d) Policy Requirements

All policies of insurance shall:

1. be written with an insurer licensed to do business in Ontario; and
2. be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to LAO;

(e) Certificates of Insurance

Certificates of insurance originally signed by authorized insurance representatives shall be delivered to LAO prior to the commencement of the Services, on a form of Certificate of Insurance which is acceptable to LAO. If required by LAO, certified copies of all the above-mentioned policies shall be delivered to LAO. All subsequent policy renewals and certificates of insurance thereafter, during the time that this Agreement is in force, shall be forwarded to LAO within fifteen (15) days of their renewal date.

10.0 Termination

10.1 LAO may terminate this Agreement at any time, without fault and without liability, upon two (2) weeks' notice of termination to the Consultant.

10.2 LAO shall not by termination waive any rights or remedies it may have at the date of termination. Termination shall not relieve the Consultant from its warranties and other responsibilities relating to the Services performed and money paid up to and including the date of termination.

10.3 Upon termination, the Consultant shall immediately:

(a) disclose to LAO the current state of the Services which are being performed by the Consultant at the date of termination and provide a report of, and all the associated materials reflecting, the current state of the Services to LAO; and

(b) deliver to LAO everything produced by the Consultant as a result this Agreement, and shall return everything supplied to it by LAO. Upon receipt of these materials, LAO will pay the Consultant for all Services satisfactorily performed up to and including the date of termination.

11.0 Intellectual Property

11.1 All documents, raw data, research, processes, technology, programs, designs and inventions (collectively referred to as the "Materials") conceived of, completed or produced in the course or performance of this Agreement shall belong to LAO. For certainty, the only Materials to be provided will consist of Vulnerability Assessment and Penetration Testing Reports. The Consultant hereby assigns to LAO the Consultant's entire right, title and interest in and to all the Materials and all intellectual property rights therein including, without limitation, any patent, copyright, trademark, trade secret,

industrial design, know how or other intellectual property right. The Consultant hereby waives all moral rights in connection with or respecting the Materials or the Services. The Consultant acknowledges that the Materials shall be and shall remain the sole property of LAO.

11.2 The Consultant shall assist LAO in preparing and prosecuting any Canadian or foreign patent or trademark application, copyright registration or any other intellectual property claim or interest that LAO considers appropriate, and shall obtain or execute any other documents reasonably required by LAO to protect the intellectual property of LAO.

12.0 Confidentiality

12.1 The Consultant shall not disclose or publish at any time, any of the information provided to it by LAO, or any of the information obtained, conceived of, originated, discovered or developed in the course of the performance of the Consultant's duties and obligations, under this Agreement without the prior written consent of the LAO Representative. The Consultant and each of its employees engaged in the performance of the Services shall each execute a confidentiality agreement in the form attached as Schedule "D" hereto. The Consultant acknowledges that LAO will suffer substantial and irreparable harm if any of these confidentiality clauses are breached and any such breach shall entitle LAO to immediately terminate this Agreement and pursue the Consultant for damages subject to s.9.3.

12.2 Subject to the obligations imposed on LAO by law, including, in particular, those obligations outlined in Ontario's *Freedom of Information and Protection of Privacy Act* and *Legal Aid Services Act*, LAO shall treat as confidential all information received from the Consultant that the Consultant specifies is to be treated as confidential information.

13.0 Notices

13.1 Notices under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("FAX") or by ordinary prepaid mail.

13.2 Notices by mail shall be deemed to have been received on the fourth business day after the date of mailing.

13.3 Notices by personal delivery or by FAX shall be deemed to have been received as of the first business day following the time of delivery or transmission.

13.4 In the event of an interruption in postal service, notice shall be given by personal delivery or by FAX.

13.5 Notices to the parties shall be sent to the following addresses:
LAO:

[REDACTED]
Legal Aid Ontario
40 Dundas Street West, Suite 200
Toronto, Ontario, M5G 2H1
Fax: (416) 204-7140

Consultant:

[REDACTED]

CGI Information Systems and Management Consultants Inc.
250 Yonge Street, Suite 2000, Toronto ON M5B 2L7
Tel: [REDACTED]
Fax (XXX) XXX-XXXX
Email: [REDACTED]

Each party shall immediately advise the other in writing of any change in its address.

14.0 Representatives

14.1 The LAO Representative is Karl Martineau. The Consultant's Representative is Laurel Larcombe. Each party shall promptly advise the other party of any change in its Representative.

15.0 Survival

15.1 The provisions by their nature continues after the expiration or early termination of this Agreement.

16.0 Publicity

16.1 Each party shall submit to the other in advance all advertising, written sales promotions, press releases and any other publicity matters relating to this Agreement.

16.2 Either Party may include the other Party's name and a factual description of the work performed under this Agreement in its lists of references and in the experience section of proposals to third parties, in internal business planning documents, in its Annual Report to shareholders, and whenever required for legal, accounting or regulatory purposes.

17.0 Conflict of Interest - Gifts

To avoid any conflict of interest and/or the perception of a conflict of interest, the Consultant, and its officers, directors, employees, representatives, agents and assigns, shall not, under any circumstances, provide, directly or indirectly, to or for the benefit of any of LAO's officers, directors, employees or agents, a gift or gifts of any kind. A gift in this Article includes a gratuitous benefit of any kind.

18.0 Independent Contractor

18.1 This Agreement is a contract for a particular and non-exclusive service. The Consultant shall have no power or authority to bind LAO or to assume or create any obligation or responsibility, expressed or implied, on LAO's behalf, or in its name, nor shall it hold itself out to anyone as an agent, employee or partner of LAO.

18.2 As between LAO and the Consultant, the Consultant is solely responsible for all legally required employer and employee contributions and deductions for itself and its staff and sub-contractors, including, without limitation, those related to Workplace Safety and Insurance, Canada Pension Plan, Employment Insurance, Employee Health Tax and Federal and Provincial Income Taxes.

19.0 Harmonized Sales Tax Certificate

19.1 LAO certifies that the Services are solely for use in the conduct of the business of LAO and therefore subject to the Harmonized Sales Tax.

20.0 Retention of Records and Inspection

20.1 The Consultant shall retain and maintain all results of the Services and all related materials and records associated with this Agreement for a period of seven (7) years following the termination or expiry of this Agreement.

20.2 LAO may, upon twenty-four (24) hours' notice and during normal business hours, review all results of the Services and all related materials and records of the Consultant, during the term of this Agreement and for seven (7) years after its termination or expiry.

21.0 Waiver

21.1 A waiver of any failure to comply with any term of this Agreement must be in writing and signed by the aggrieved party. Each waiver must refer to specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

22.0 Bankruptcy

22.1 If the Consultant is declared insolvent or bankrupt, or if any assignment of the Consultant's property is made for the benefit of creditors or otherwise, or if a trustee in bankruptcy or similar officer or a receiver is appointed for the Consultant, then LAO may at its option upon written notice terminate this Agreement and shall thereupon be relieved from all liability hereunder.

23.0 Use of Consultant's Work

23.1 Notwithstanding any other provision of this Agreement, LAO shall not be bound to act upon or otherwise use the Services or Materials.

24.0 Amendments, Alterations and Additions

24.1 This Agreement may be amended, altered or added to only by written agreement between the parties which agreement is supplemental to this Agreement and thereafter forms part of this Agreement.

25.0 Governing Law

25.1 This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the applicable laws of Ontario and Canada. The parties agree that the Courts of Ontario shall have jurisdiction to oversee any action or other legal proceedings based on any provisions of this Agreement. The parties do hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

26.0 Headings

26.1 The parties agree that the headings in this Agreement form no part of the Agreement and have been inserted for convenience of reference only.

27.0 Entire Agreement

27.1 This Agreement, including the Schedules, constitutes the entire Agreement between the parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED AT TORONTO this X day of [MONTH], 2016

Legal Aid Ontario

Per: 

Name: *Lon / Mountain*

Title: *CIO*

I have authority to bind the corporation

DATED AT TORONTO this X day of [MONTH] 2016

CGI Information Systems and Management Consultants Inc.

Per: 

FOR

Name: *Laurel Larcombe*

Title: *Director, Ontario Public Sector*

I have authority to bind the Consultant

SCHEDULE "A" (Description of Services)

As stated in the LAO RFP 2016-002:

2.1 Scope of Services

- Perform systems and application penetration testing for the newly implemented Clinic Information Management System (CIMS).
- The application system environment for CIMS includes: Microsoft Dynamics CRM 2013, MS SQL 2010, MS SharePoint 2013, and Nginx running under Windows Server 2012 and Red Hat 6.5 Operating System for total 9 virtual servers (hosted by 3 VMware Hypervisors within the LAO Data Center) dedicated to CIMS Application System.

The targeted IP addresses for penetration testing will be provided to the awarded Proponent after contract is signed.

2.2 Project Deliverables

Following the Penetration Testing, Vulnerability Assessment, and Security Standards Review, the Proponent will provide the reports listed below and a summary PowerPoint presentation document for the Executive Management.

2.3 Executive Summary Report

The Proponent will provide LAO Management with a summary of the scope, approach, findings, and recommendations so that management is apprised of the risks and mitigation strategies that were proposed and agreed upon.

This report must also give the high level analysis of vulnerabilities and identified gaps based on industry standards and best practices, and recommend the required critical improvements.

2.4 Detailed Technical Report

The proponent will provide a detailed technical report which identifies vulnerabilities discovered from this CIMS Application Penetration testing.

The detailed technical report must covers:

- Methodology employed
- Positive security aspects identified
- Detailed technical vulnerability findings
- An assignment of a risk rating for each vulnerability
- Supporting detailed exhibits for vulnerabilities when appropriate
- Technical remediation steps

After these reports are created, an opportunity to discuss the findings in an open meeting will be made.

Project Commencement Date: March 1, 2016

Note: LAO reserves the right to adjust dates if required.

SCHEDULE "B" (Pricing and Schedule of Payments)

Pricing

Insert here CGI's proposed amount to RFP response (from the Procurement Department)

Approved [Signature]

Schedule of Payment

Payment will be processed after receiving the following deliverables detailed in Schedule "A" above):

1. Detailed Technical Report
2. Executive Summary Report
3. Summary PowerPoint presentation document for the Executive Management
4. Discuss the findings in an open meeting

SCHEDULE "C" (Invoice Information)

BILLING INFORMATION REQUIRED

Every Invoice shall contain detailed billing information and must include the following:

- Goods/Services/Products delivered;
- Detailed Description of Goods/Services/Product delivered;
- Specific Dates when each Good/Service/Product delivered;
- Cost per item; and
- Total Cost including any approved disbursements and all applicable taxes.

SCHEDULE "D"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT


This confidentiality and non-disclosure agreement (the "Confidentiality Agreement") is entered into and is effective as of **March 1, 2016** by and between Legal Aid Ontario ("LAO") and each of CGI Information Systems and Management Consultants Inc., [REDACTED] [and if necessary NAME OF EACH ADDITIONAL INDIVIDUAL EMPLOYEE] (each a "Recipient").

1. In the performance of duties and responsibilities for LAO, the Recipient will become aware of confidential and proprietary information ("Information") related to LAO and its clients and stakeholders. This Information includes, but is not limited to, client, statistical, financial, technical, business, operational information and information related to LAO processes and/or computer systems.
2. The Recipient will not disclose, publish, or disseminate Information to anyone other than those of its employees with a need to know, and the Recipient agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication, or dissemination of Information.
3. The Recipient agrees to use Information for the sole purpose of performing its duties and responsibilities for LAO. The Recipient agrees not to use Information otherwise for its own or any third party's benefit without the prior written approval of the LAO Representative in each instance.
4. The Recipient agrees that access to Personal Information (as defined in Ontario's *Freedom of Information and Protection of Privacy Act*) which is in a form which identifies directly or indirectly the individual to whom the Personal Information relates will be given to the following named individuals only:
 - a. [REDACTED]
 - b. [REDACTED]
 - c. [REDACTED]
 - d. [REDACTED]
5. All Information, and any Derivatives thereof whether created by LAO or the Recipient, remains the property of LAO and no license or other rights to Information is granted or implied hereby. For purposes of this Confidentiality Agreement, "Derivatives" shall mean:
 - (a) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted;
 - (b) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright and/or trade secret; and
 - (c) for patentable or patented material, any improvement thereon.
6. Within ten days of receipt of LAO's written request, the Recipient will return to LAO all documents, records and copies thereof containing Information. The term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format.

7. Upon the conclusion of the Agreement, the Recipient shall destroy all documents containing Information that identifies individuals which is in the Recipient's possession and which is not returned to LAO.
8. The Recipient agrees not to contact any individual to whom personal information relates, directly or indirectly, without the prior written authority of LAO.
9. The Recipient shall ensure that no Information will be used or disclosed in a form in which the individual to whom it relates can be identified without the prior written authority of LAO.
10. The Recipient hereby acknowledges that unauthorised disclosure or use of Information could cause irreparable harm and significant injury to LAO that may be difficult to ascertain. Accordingly, the Recipient agrees that LAO will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Confidentiality Agreement in addition to any other rights and remedies it may have.
11. Upon default by the Recipient under any terms of this Confidentiality Agreement, and at any time after the default, LAO shall have all rights and remedies provided by law and by this Confidentiality Agreement. No delay or omission by LAO in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. All rights and remedies of LAO granted or recognized in this Confidentiality Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.
12. The rights and obligations of this Confidentiality Agreement shall survive and continue after any expiration or termination, for any cause, of the Recipient's performance of duties and responsibilities for LAO and shall bind the parties and their legal representatives, successors and assigns.
13. The Consultant shall notify LAO in writing immediately if the Consultant becomes aware that any of the provisions set out in this Confidentiality Agreement have been breached.
14. It is intended that all provisions of this Confidentiality Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
15. This Confidentiality Agreement shall be governed by and be interpreted in accordance with the laws of the Province of Ontario.
16. No change or modification of this Confidentiality Agreement shall be valid unless it is in writing and signed by each party.


In witness hereof the parties have signed and sealed this Confidentiality Agreement.

Legal Aid Ontario

Name: 
Signature: *K. [Redacted]*
Title: CIO
Date: MARCH 7 2016


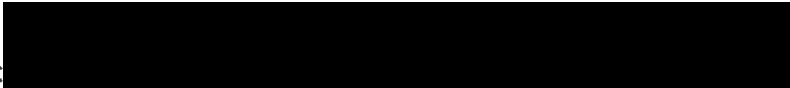
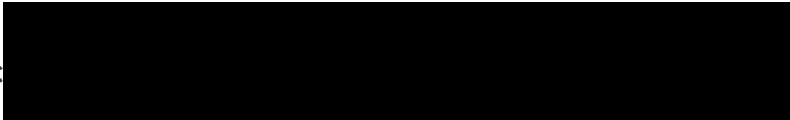
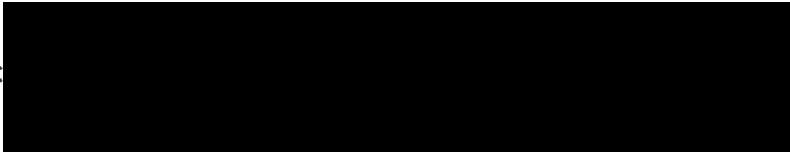
I have authority to bind the corporation.


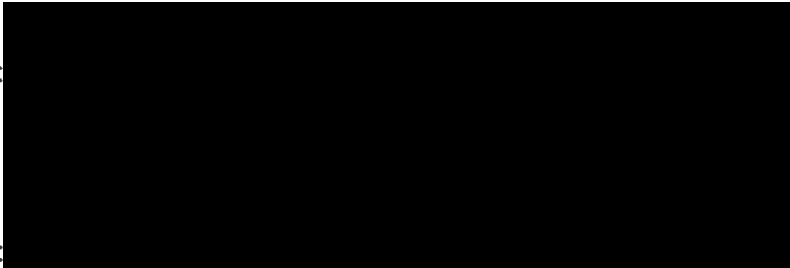
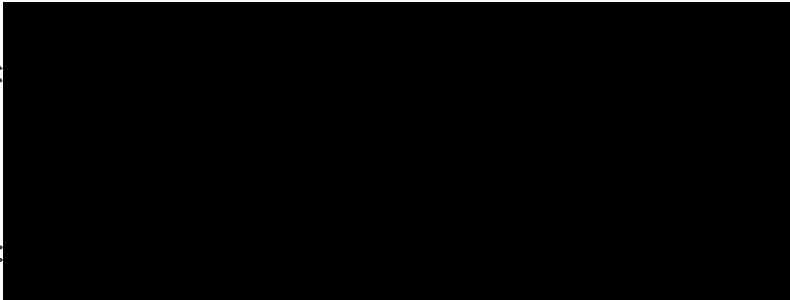
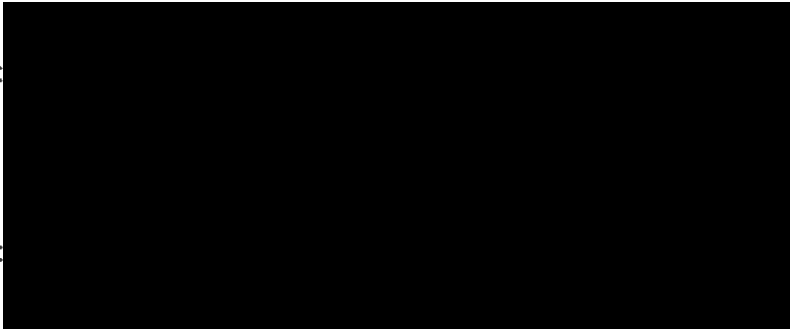
CGI Information Systems and Management Consultants Inc.

Name: 
Signature: *David [Redacted]*
Title: Director, Public Sector
Date: March 8, 2016

I have authority to bind the Consultant.

Each Consultant's employee must also sign this Confidentiality Agreement

Name: 
Signature: 
Title: 
Date: 

Name: 
Signature: 
Title: 
Date: 

Name: 
Signature: 
Title: 
Date: 

Name: _____
Signature: _____
Title: _____
Date: _____



Experience the commitment

Response to RFP 2016-002

Legal Aid Ontario Vulnerability Assessment and Penetration Testing

Appendix A - BID RATE FORM

PROPRIETARY AND CONFIDENTIAL

The information contained in this document is legally privileged and confidential to CGI and to the receiving party. This document cannot be reproduced in any form or by any mechanical or electronic means, including electronic archival systems, without the written approval of CGI. The receiving party is exempt from this restriction for evaluation purposes only.

If you have received this document by mistake, note that the reading, the reproduction or the distribution of this document is strictly forbidden. You are hereby requested to inform us by telephone at 647.232.7062 and to return this document by certified mail.

DISCLAIMER

CGI's proposal (the "Proposal") is being submitted for your review and consideration. If the Proposal is acceptable, the parties shall enter into a separate definitive agreement with respect to the subject matter hereof as contemplated under the terms of the Request for Proposal (the "RFP"). Such agreement shall supersede this Proposal and any other agreements, understandings or representations, except to the extent that the RFP requires that the Proposal be incorporated into any definitive agreement by reference. The Proposal is not subject to ongoing due diligence and customary business investigations by CGI with respect to the requisite business arrangements necessary to carry out its obligations except to the extent that the Proposal or the RFP expressly contemplates otherwise. If any such due diligence is expressly contemplated, the results of any review may impact upon the Proposal, including in respect of business structure, business terms and financial arrangements. E&O.E.

The information in this proposal is submitted on January 25, 2016 on behalf of CGI by the following authorized representative:

[Redacted signature block]

[Redacted name block]

CGI Information Systems and Management Consultants Inc.
250 Yonge Street, Suite 2000, Toronto ON M5B 2L7
tel: 647.232.7062
email: laurel.larcombe@cgi.com

Appendix A - BID RATE FORM

Role / Resource Assigned	Deliverables	Fixed Price
[REDACTED]	Project management and QA of deliverables	
[REDACTED]	Setup, testing and Initial Report	[REDACTED]
[REDACTED]	Final Report	
[REDACTED]	Re-run Penetration Test	
[REDACTED]	Client relationship management	
	Subtotal	\$ 20,685.00
	HST @ 13%	\$ 2,689.05
	Total Project Cost	\$ 23,374.05



Experience the commitment.

cgi.com