



REQUEST FOR PROPOSAL

FOR

*PREPARATION OF FINAL REPORTS FOR
EQUILIBRIUM™ HOUSING PROJECTS*

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Research

Inquiries: Heather Forsyth

Tel: (613) 740-5460

Fax: (613) 748-2998

Email: hforsyth@cmhc-schl.gc.ca

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this section is to provide general information about CMHC and this Request for Proposal.

1.2 Introduction and Scope

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor (hereafter referred to as the “proponent”) for the purpose of producing a single comprehensive Final Report information resource for each of the houses constructed under the EQuilibrium™ Sustainable Housing Demonstration Initiative.

The value of this service is expected to range from \$80,000.00 to \$100,000.00 CDN, excluding all applicable taxes.

Canada Mortgage and Housing Corporation shall not be obligated in any manner to any proponent whatsoever until a written Agreement has been duly executed relating to a qualified, approved proposal.

More detailed specifications can be found in Section 3, “Statement of Work”.

1.3 CMHC Background

CMHC is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Human Resources and Skills Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Diane Finley.

CMHC has more than 2,000 people located at its National Office in Ottawa, and at various Business Centers throughout Canada. The Business Centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

1.4 Purpose of Request for Proposal

CMHC uses a Request for Proposal (RFP) to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead proponent, and outline the terms and conditions under which the successful proponent will operate or supply goods and/or services. In an RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing “Best Value” to CMHC in terms of price.

1.4.1 All Non-Research Service Providers

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various Business Centers throughout Canada.

The policy pertaining to the selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services or construction under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by **Business Access Canada** as the Official CMHC source list. All proponents **must** be registered with **Business Access Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by **Business Access Canada** must be included with your proposal. If you are not registered, and you wish to do so, you may access **Business Access Canada** (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148. Present Suppliers not registered with Business Access Canada are required to self-register on the SI via the Business Access Canada Web site.

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFP process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any contract which may be entered into by CMHC and the selected proponent.

Date	Activities
June 12, 2013	Request for Proposal issued
July 5, 2013	Deadline for Submission of RFP Questions
July 12, 2013	Submission Deadline
July 2013	Evaluation and Selection of lead proponent
August 2013	Finalize contract with lead proponent
August 2013	Contract award
August 2013	Announcement of successful proponent
August 2013	Debriefing to unsuccessful proponents as requested

1.6 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as having substantial compliance as assessed by CMHC in its sole and absolute discretion.

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 4 Proposal Requirements
- Section 6 Proposed Contract, and
- Appendix A The Certificate of Submission.

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

1.7 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are given equal consideration to ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.

To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

The Contracting Authority may authorize preferential pricing of up to ten percent for the purchase of more environmentally sound commodities.

1.8 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether as a compliment or suggestion for future RFPs.

Proponents may submit comments labelled as *Proponent Feedback RFP 201301462* to the name and address provided in Section 2.4.

As CMHC does not wish to be perceived as influenced by such feedback in the award decision, proponents are requested to submit their feedback after the contract award has been announced.

Any proponent who notes a material flaw in the RFP that could affect the outcome should report it as specified in Section 2.4

1.9 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Lead Proponent(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement.

Proposals arriving late will be automatically rejected and returned, unopened, to the proponent.

2.4 Inquiries

All questions regarding this RFP must be sent by e-mail or facsimile to the following:

Heather Forsyth
Fax: (613) 748-2998
Email: hforsyth@cmhc-schl.gc.ca

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received less than **seven calendar days** prior to the closing date.

All written questions submitted, which in the opinion of CMHC affect all proponents, will be answered by CMHC in writing and distributed to all proponents by facsimile, e-mail or GETS. All identification related to the inquiry will be removed in the response. Any questions of a proprietary nature must be clearly marked. CMHC will determine, at its sole discretion, whether it will respond to the question.

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided to each proponent to whom CMHC has issued this RFP by facsimile, e-mail or GETS.

2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A proponent will not be allowed to add, change or delete any information during this process. CMHC is in no way obliged to meet with any or all proponents for this purpose.

2.6 Proponent Contact

The proponent shall name a person in their proposal to act as a primary contact for CMHC during the evaluation period. A secondary contact should also be provided for backup purposes.

2.7 Offering Period

Mandatory

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the proponent for a period of sixty (60) days following the closing date.

2.8 Changes to Submission

Changes to the submitted proposal can be made, if required, provided they are received as an addendum to, or clarification of, previously submitted proposal, or as a complete new proposal to cancel and supersede the earlier proposal. The addendum, clarification, or new proposal must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked **“REVISION”**, and be received no later than the submission deadline. In addition, the revised bid must include a description of the degree to which the contents are in substitution for the earlier proposal.

2.9 Multiple Proposals

Vendors interested in submitting more than one proposal may do so, providing that each proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted and must be in a separate addendum to the proposal.

An acceptable alternative is one which CMHC considers satisfactory in meeting a mandatory requirement. CMHC at its sole discretion will determine if a proposed alternative meets the intent of the original mandatory requirement.

2.11 Liability for Errors

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

2.12 Verification of Proponent’s Response

The proponent authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proponent’s response.

2.13 Ownership of Responses

All responses and related materials become the property of CMHC and will not be returned. CMHC will not reimburse the proponent for any work related to, or materials supplied in the preparation of the RFP response.

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal, which, in their opinion, are of a proprietary or confidential nature, must be clearly marked **"PROPRIETARY"** or **"CONFIDENTIAL"** at **each item** or at the **top of each**

page. Proponents' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, proponents are advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation.

2.14 Proprietary Information

Information contained in this RFP is to be considered "Proprietary Information" and the proponent is not to disclose this information to any party other than the proponent's employees or agents participating in the response to this RFP.

2.15 Corporation Identification

The proponent agrees not to make any use whatsoever of CMHC's name, logo or initials, including public advertisement, without the express written consent of CMHC.

2.16 Declaration re: Gratuities

In submitting its proposal, the proponent certifies that no representative for the proponent has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract.

2.17 Conflict of Interest

- (a) The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office

Holders (2006) in order to derive a direct benefit from any contract which may arise from this request for proposal.

2.18 Declaration re: Bid Rigging and Collusion

In submitting its proposal, the proponent certifies that:

- (a) prices as submitted in its proposal have been arrived at independently from those of any other proponent;
- (b) the prices as submitted have not been knowingly disclosed by the proponent, and will not knowingly be disclosed by the proponent prior to award, directly or indirectly, to any other proponent or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a proposal, for the purpose of restricting competition.

2.19 Security Clearance

CMHC requires employees of the selected proponent to be security cleared in order to permit them access to CMHC premises when and if required. This process normally takes approximately 5 working days. If they are not security cleared, the proponent or its employees will require an escort by a CMHC employee while in CMHC premises and will not be granted access to CMHC information and systems.

2.20 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed participation and responsibilities of each company in the joint venture, and must provide a description of the proposed joint venture business arrangement which would be entered into by all parties upon receipt of a contract. The description must list the companies involved, indicate how long the business arrangement has been in existence, indicate the service(s) each respective party would be providing and describe the proposed participation and responsibility of each party.

The proponent shall designate one of the partners as the contact person through whom any communication between the proponent and CMHC will be channelled during the RFP process.

Joint venture responses must be accompanied by a signed Certification of Submission from each participating company. Refer to Section 2.2.

2.21 Intellectual Property Rights

All material, reports and other work product produced under this (RFP and the resulting) Agreement will be the sole property of CMHC. The Contractor warrants that the Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this Agreement and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by

CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein.

2.22 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of the Contract, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Contractor, any subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

The Contractor acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control at all times.

The Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Contractor shall restrict access to CMHC Information to those person who have a need to know this information in order to perform the Work under the Contract.

The Contractor shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Work does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

This section of the RFP is intended to provide the prospective proponent with the information necessary to develop a competitive proposal. The Statement of Work is a complete description of the tasks to be done, results to be achieved and/or the goods to be supplied

3.2 Mandatory Requirements

A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation.

Any mandatory requirements associated with the Statement of Work are clearly identified in Section 4 - Proposal Requirement.

The Mandatory Compliance Checklist is located at Appendix “C” (7.3).

3.3 Statement of Work

3.3.1 Synopsis

CMHC will retain a qualified technical writer to prepare Final Reports for up to ten (10) EQuilibrium™ Sustainable Housing Demonstration Initiative projects. The primary purpose of the Final Reports will be to document and present, in one concise document, information on key aspects of the projects, including early design work, selection as a winner in the Initiative competition, design refinement, construction methods, promotion, publicity and demonstration planning and activities, monitoring and monitoring results, and lessons learned. The content for the Final Project Reports will be drawn from a series of existing CMHC report documents including project proposal and construction reports, marketing and demonstration reports and a performance monitoring report. The Final Project reports are to be structured similar to the Avalon Discovery 3 sample (partial) Final Report, included in Appendix “D”.

Over the course of this project, the technical writer will provide to CMHC the following:

- A draft Final Report for each project, based on information provided to the writer by CMHC. The writer can anticipate that the draft for each report, including images, figures, etc. will be 40 to 60 pages in length.
- A Final Report, which incorporates feedback provided by CMHC.

CMHC estimates that each report will take 10 – 15 days to complete. The Contract is to be awarded in August 2013 and be completed by March 2014. A minimum of four Final Reports must be completed by November 2013.

3.3.2 Description of the Work

This project will synthesize a series of existing EQUilibrium™ Housing information reports (to be provided to the writer by CMHC) into a concise, comprehensive and easily understood Final Report summary document for each project.

The intended audience for the Final Reports are builders, developers, policy analysts, program managers, and other industry stakeholders interested in sustainable housing.

The writer will prepare, based on the information provided by CMHC, Final Reports for the following EQUilibrium™ Housing Projects:

1. Abondance Montréal: le Soleil, Montréal, QC
2. Alouette ÉcoTerra™, Eastman, QC
3. EchoHaven, Calgary, AB
4. Green Dream Home, Kamloops, BC
5. Harmony House, Burnaby, BC
6. Inspiration: the Minto ecohome, Ottawa, ON
7. Laebon CHESS Project, Red Deer, AB
8. Now House®, Toronto, ON
9. Riverdale NetZero, Edmonton, AB
10. Urban Ecology, Winnipeg, MB

The existing project material (including drawings and photographs) will be provided to the winning proponent by CMHC, and comes from a series of separate project reports, the primary ones being:

- CMHC published material such as EQUilibrium™ Housing Project Profiles (one per project) and EQUilibrium™ Housing InSight fact sheets (several per project), as available on the CMHC website (www.cmhc.ca/equilibriumhousing);

and unpublished material consisting of:

- Construction reports (about 70 pages per project on average) prepared by the builder teams;
- Demonstration phase results reports prepared by the builder teams (about 17 pages per project on average);
- Performance monitoring reports prepared for CMHC by the consultant hired to monitor the energy and environmental performance of the projects (about 35 pages per project on average); and
- A research report on “Lifecycle Environmental Assessment” for 6 projects (single report of about 160 pages).

Note that two of the projects will not have performance monitoring reports, and the Riverdale NetZero project will have a performance monitoring report for both the east and west units.

The information which will be provided to the writer is primarily in the form of electronic files including text (Microsoft Word), renderings and photographic (.jpg) images, and construction drawings (.PDF). A mix of electronic and hard copy information will be provided. No new graphics and technical content will need to be developed by the writer. The writer may utilize text

verbatim as necessary to expedite the completion of the Final Reports, while ensuring that each report is clear and well written, being consistent and professional in style, structure and quality.

The writer may also wish to draw on publicly available information, e.g. on project team websites. However, any contact with the project team (e.g. to invite their review of the draft Final Report or requests for additional information) will be managed by CMHC staff.

NOTE: All of the source documents and nine of the construction reports projects are available in English. However, the construction and the demonstration phase reports for one of the projects (Alouette ÉcoTerra) is in French only and some material for the Abondance Montréal: le Soleil project is in French. Thus the writer must have the capacity to work in English and French, and may submit the Final Reports for the projects in the language of the source documents.

The structure, format and content of each Final Report is to be similar to that of the Avalon Discovery 3 sample Final Report already prepared by CMHC for reference and design. A partial sample Final Report is attached in Appendix “D”. The complete sample Final Report for the Avalon Discovery 3 project will be provided to the winning proponent.

The major report headings include:

- Disclaimer
- Preface
- Executive Summary
- About the EQUilibrium™ Housing Initiative
- Project Description
- The Project Team
- Sustainability Features
- Cost of Construction
- Promotion, Publicity and Demonstration
- Performance Monitoring
- Additional Research: Life Cycle Environmental Assessment¹
- Lessons Learned
- Awards and Certifications
- Technical Summary

The Final Report drafts and final versions should be designed and formatted following the example of the sample report document and are to be provided in, or be fully compatible with, MSWord 2007 and have the following formatting:

- Font: Times New Roman, text to be 12 pt, line spacing 1.25

¹ Only the following five projects will include the section “Additional Research: Life Cycle Environmental Assessment”:

- Abondance Montréal: le Soleil
- ÉcoTerra
- Inspiration: the Minto ecohome
- Now House
- Riverdale NetZero

- Table of Contents, List of Figures and List of Tables to be linked to headings in text
- Images and graphics are integrated into the document layout
- The completed Final Reports will be submitted electronically and print-ready for publication by CMHC

Draft manuscripts of each Final Report will be prepared and submitted to CMHC. These documents will be reviewed by CMHC staff and the EQUilibrium™ Housing project teams. CMHC will be responsible for managing the project team review. All compiled comments will be provided by CMHC to the writer for incorporation into the Final Report within 2-4 week period. The first of 4 draft final reports must be submitted to CMHC by September, 2013 with subsequent submissions of the next 3 drafts following in succession every three weeks thereafter. The intent is to have 4 Final Reports completed no later than November 2013 with the remaining Final Reports completed before March 31, 2014.

3.4 Background

The aim of the CMHC EQUilibrium™ Sustainable Housing Demonstration Initiative (EQUilibrium™ Housing) is to provide a path to more sustainable housing in Canada. To support the Canadian transition to more sustainable housing, EQUilibrium™ Housing was launched in 2005 as a national showcase of market ready, high-performance, healthy, near- and net-zero energy sustainable homes in regional markets across Canada. EQUilibrium™ Housing brings the private and public sectors together with the goal to design, construct and demonstrate sustainable homes and then monitor their performance during occupancy. The initiative has endeavoured to address a growing interest on the part of Canadian consumers for sustainable housing that provides healthy indoor environments, reduced energy costs, and improved water, material, and land conservation².

An important component of the EQUilibrium Housing initiative is the transfer of the knowledge gained and lessons-learned by the project teams to both industry and consumers. This information transfer activity is a key element of CMHC's work to advance sustainable technologies and practices more broadly in the residential sector.

3.5 Objectives

The purpose of this project is to produce a single comprehensive information resource for each of the houses constructed under the EQUilibrium™ Sustainable Housing Demonstration Initiative. The Final Reports will provide builders, developers, policy analysts, program managers and other interested stakeholders with an overview and appreciation of the processes, strategies, challenges, costs, benefits and lessons-learned associated with the design, construction, demonstration and performance monitoring of the EQUilibrium™ Housing projects.

² For information on the EQUilibrium™ Housing Initiative and the projects see <http://www.cmhc-schl.gc.ca/en/inpr/su/eqho/index.cfm>

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

Proposal responses are to be organized and submitted in accordance with the instructions in this section. Responses should be organized into the following Response Item sections.

Response Item

#	Item
4.3	Covering Letter
4.4	Table of Contents
4.5	Executive Summary
4.6	Proponent's Qualifications
4.7	Response to Statement of Work
4.8	Project Management Plan
4.9	Financial Information
4.10	Proponent's Technical Writing Product Samples
4.11	Pricing Proposal

Elaborate or unnecessarily voluminous proposals are not desired. **The proposal response should not exceed five (5) pages (letter size, double sided), not including resumés and sample writing products.** Proponents are encouraged to take care in completely answering questions and proposal requirements and to avoid submitting extraneous materials that do not show how the proponent intends to meet requirements.

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

Certain requirements in section 4 are identified as mandatory. See Section 1.6 Mandatory Requirements.

4.3 Covering Letter

A covering letter on the proponent's letterhead shall be submitted and include the following:

- (a) A description of the company or joint venture/consortium.
- (b) The names of the principals.
- (c) The primary contact person with respect to this RFP: the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available.
- (d) The locations of primary and all other offices that would be servicing the contract.

4.4 Table of Contents

The proponent shall include a table of contents using the response item headings and numbering system identified in this section of the RFP. The response should be paginated for easy referencing by the evaluation committee.

4.5 Executive Summary

The proponent's proposal should include an executive summary highlighting the following:

- (a) A summary of the proponent's proposal, including key features of the proposal, features that make the proposal superior, innovations or cost-saving opportunities.
- (b) A brief statement of the proponent's qualifications to meet the need of CMHC.

4.6 Proponent's Qualifications

Mandatory

The proponent's proposal should include information about the proponent's qualifications as follows:

- (a) A description of the firm, its age, organization, number of full-time employees and service specialization.
- (b) Resumés for all project personnel, including subcontractors, if any.
- (c) References: A list of all contracts of a similar size and scope which the proponent currently holds or has held over the past 24 months. For each contract, the following information: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of work provided by the proponent.
- (d) Information about office location(s) answering these questions: If awarded this contract, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

4.7 Response to Statement of Work

Mandatory

In this section, the proponent should provide detailed information relative to the specifications listed in Section 3, The Statement of Work.

4.8 Project Management Plan

The proponent shall describe its project management plan including;

- (a) Project Management Approach. The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control. The proponent shall describe its approach to quality control including:
 - details of the methods used in ensuring quality of the work, and
 - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC. The proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.
- (d) Work Schedule. The proponent shall describe the method it will use to ensure compliance with the work schedule.
- (e) Interface with CMHC. The proponent shall describe and explain
 - its interface points with CMHC
 - all interface mechanisms, and
 - how interface issues and difficulties will be resolved.

4.9 Financial Information

Mandatory

4.9.1 Credit Check

Sole proprietorships and partnerships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check if required.

4.10 Proponent's Technical Writing Product Samples

Mandatory

The Proponent must provide relevant samples of previous technical writing, reports and or publications that relate to this type of project.

4.11 Pricing Proposal

Mandatory

The proponent must provide a response relative to the pricing of its proposed solution.

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated.

The GST, HST or PST, whichever is applicable, shall be extra to the price quoted by the Vendor and will be paid by CMHC.

The proponent must submit a fixed (firm) price. In addition, the proponent must submit pricing information that indicates how the fixed price was calculated, provide the total price of the proposed work as well as a price breakdown on a per project basis for each of the ten EQUILIBRIUM Housing Final Reports involved in this work.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a lead proponent and finalize and sign a contract.

The lowest cost or any proposal will not necessarily be accepted and CMHC reserves the right to accept or reject any or all proposals in whole or in part.

CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate proposal included in any proponent's response.

CMHC shall conduct the RFP process in a visibly fair manner and will treat all proponents equitably. To this end, it has established objective RFP standards and evaluation criteria which will be applied uniformly to all proponents. Therefore, no proponent shall have any cause of action against CMHC arising out of a failure to award a contract, the failure to evaluate any proposal, or the methods by which proposals are assessed.

5.2 Limitation of Damages

The proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal for matters relating to the agreement or in respect of the competitive process, and the proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the proponent.

5.3 Evaluation Table

The Evaluation Table as provided in Appendix "B" lists all the criteria upon which each proposal will be evaluated. The criteria are based on the requirements as provided in this RFP.

5.4 Evaluation Methodology

Each proposal will be examined to determine compliance with each mandatory requirement identified in this RFP. A proposal must comply with all of the mandatory requirements in order to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

Each compliant proposal shall be individually evaluated by each member of the Evaluation Committee, made up of qualified personnel. Evaluators shall evaluate and numerically score each proposal in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B". Once individual evaluations are complete, the Evaluation Committee will discuss and agree upon a final score for each proposal.

A proposal must meet the minimum upset score in each category (as shown on the Evaluation Table) to remain in the evaluation.

Each compliant proposal shall be evaluated using the ‘less than or equal to budgeted amount ratio’ method. For the Price to be compliant it must be lower than or equal to the budget amount stated in Section 1.2 of this RFP document. Proposals where proponents have submitted prices higher than the stated budget will be eliminated from the process. Of the proposals remaining in the process, the prices will be scored in accordance with the evaluation grid using price as an evaluation criterion.

With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost in relationship to the lowest cost compliant proposal.

Example: Lowest compliant price over price under consideration.

The lowest price submitted for a proposal which meets all mandatory criteria is \$60,000. The next lowest proposal has a price of \$65,000. The total points available for price = 10 points.

$$\frac{\text{Lowest Price}}{\text{Price Being Evaluated}} \times \text{maximum points allowed} = \text{awarded points}$$

$$\frac{\$60,000}{\$65,000} = .92 \times 10 = 9.2 \text{ points would be the score for price}$$

The proponent with the highest overall score in the evaluation process will be named the lead proponent.

5.5 Financial Evaluation

CMHC may carry out a credit check and/or a financial capacity on the lead proponent before beginning contract discussions. This is a pass/fail test. Pass means that contract discussions begin. Fail means that the lead proponent may not enter into contract discussions and is disqualified from further consideration.

5.6 Proponent Selection

Acceptance of a proposal does not obligate CMHC to incorporate any or all of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the lead proponent’s proposal, CMHC will enter into discussions with the lead proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent cannot satisfy CMHC’s requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

Announcement of the successful proponent will be made to all proponents following the signing of a contract.

6 SECTION 6 PROPOSED CONTRACT

6.1 Overview of Section 6 Mandatory

Attached in Section 6.3 is a proposed contract. The terms and conditions in this draft contract may be incorporated into any contract resulting from this RFP. CMHC reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

The proponent's proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC form part of the final contract and the proponent must accept that the final contract form will be in a format acceptable to CMHC.

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal (including a declaration in the attached draft contract of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft contract in Section 6.3 in the event that the proponent is selected by CMHC to enter into a contract agreement.

For the purposes of this section the term "Contractor" refers to the successful proponent with whom CMHC enters into a contract agreement.

6.2 Mandatory Contract Terms and Conditions

The terms, conditions or sections of the draft contract in Section 6.3 that are labelled mandatory must be accepted by the proponent without alteration.

6.3 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFP.

ALL BLUE WORDING REQUIRES THE AUTHOR TO INSERT/REMOVE INFORMATION

CMHC File No. **XXXX-XX**

THIS AGREEMENT dated this ____ day of _____, 2XXX (the “Agreement”)

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION (“CMHC”)

- and -

CONTRACTOR NAME (the “Contractor”)

Whereas the Contractor and CMHC, in consideration of the mutual covenants set out in this Agreement, agree with each other as follows (the “Agreement”):

CMHC – Signing Authority

Name, Title (of person authorized to sign) _____
Date

CMHC – For Internal CMHC Use

Planning, Finance and Business Systems _____
Policy and Research Date

CONTRACTOR NAME

Name, Title (of person authorized to sign) _____
Date
If a corporate entity: I am authorized to bind the Contractor

GST Registration Number (if applicable)

CMHC Representative
Representative Name
Canada Mortgage and Housing Corporation
700 Montreal Road, Ottawa, Ontario K1A 0P7
Phone: 613-
Fax: 613-
Email:

Contractor Representative
Representative Name
Contractor Name
Address
Phone:
Fax:
Email :

1. The Work

The Contractor covenants and agrees to undertake and complete (insert Agreement title) in accordance with the terms of reference set out in Schedule “A” (“the Work”).

2. Term

The Term of this Agreement shall be from _____ to _____ unless terminated earlier in accordance with the terms of this Agreement (the “Term”)

3. Termination

- 3.1. It is understood and agreed that CMHC may at any time, and for any reason terminate this Agreement and require the Contractor to discontinue the Work by giving the Contractor 20 days written notice. Upon delivery of such notice, the Contractor shall deliver to CMHC, in the manner directed by CMHC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-progress which the Contractor has produced. In the event of termination under this provision, the liability of CMHC for payment to the Contractor shall be limited to and shall not exceed payment of an amount which, in the opinion of CMHC, is reasonable payment for the partial performance of Work completed at the date notice of termination is delivered.
- 3.2. In a case of default by the Contractor, CMHC may, by giving five (5) days written notice to the Contractor, terminate this Agreement without charge with respect to all or any part of this Agreement. The following will constitute events of default:
 - 3.2.1. The Contractor commits a material breach of its duties under this Agreement, unless, in the case of such breach, the Contractor, within ten (10) calendar days after receipt of written notice of such breach from CMHC, in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, (a) cures such breach or takes reasonable steps to cure such breach, and (b) indemnifies CMHC for any resulting damage or loss;
 - 3.2.2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
 - 3.2.3. The Contractor commits fraud or gross misconduct; or
 - 3.2.4. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor.
- 3.3. In the event that CMHC terminates this Agreement under any section in clause 3, CMHC may arrange, upon such terms and conditions, and in such manner as CMHC deems

appropriate for the Work to be completed, and the Contractor shall be liable to CMHC for any excess costs relating to the completion of the Work.

4. Financial

- 4.1. CMHC's financial liability under the terms and conditions of this Agreement shall not exceed \$_____ (before applicable taxes).
- 4.2. The amount payable to the Contractor by CMHC pursuant to clause 4.1 is exclusive of all taxes and duties that may be payable to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes or duties shall be payable to the Contractor in addition to the amount payable pursuant to clause 4.1 unless specifically agreed to between the Contractor and CMHC.
- 4.3. GST/HST or RST, to the extent applicable and required to be collected by the Contractor, shall be collected by the Contractor on the amounts payable pursuant to this Agreement and shown as a separate item on an invoice. Where the Contractor is required to collect the GST/HST and/or the Quebec Sales Tax (QST), the invoice issued by the Contractor shall show the Contractor's GST/HST and/or QST number. The Contractor shall duly remit to the Canada Revenue Agency and/or provincial authorities any amounts of GST/HST and/or QST collected on the amounts payable pursuant to this Agreement.
- 4.4. Payment to the Contractor shall be made in accordance with and subject to the terms and conditions specified in Schedule "B".
- 4.5. Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Work was performed to the satisfaction of CMHC. In the event the Work is not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Contractor's default, including, without limitation, the following:
 - 4.5.1. Directing the contractor to redo the Work or part of the Work which was not completed to CMHC's satisfaction;
 - 4.5.2. Withholding payment due or accrued due to the Contractor for services rendered pursuant to this Agreement;
 - 4.5.3. Executing the Work, or arranging for the execution of the Work by a third party and setting off all costs associated with such execution against the amount payable to the Contractor; and
 - 4.5.4. Terminating this Agreement for default in accordance with clause 3.

5. Invoices, Notices and Requests for Payment

- 5.1. All invoices, notices and requests for payment must make reference to this Agreement by quoting the CMHC file No. **XXXX-XX** and be forwarded to the CMHC Representative identified on page 1 of this Agreement.
- 5.2. At a minimum, invoices shall be submitted as per the project Task deliverable stages described in Schedule B of the Contract, and shall contain the following information: Contractor's name and address, project title and number, date, description of the services provided, rate, total amount claimed, and GST, PST or HST as applicable.
- 5.3. The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the service or delivery of the goods.

6. Audit

The Contractor shall keep proper and detailed records and statements relating to this Agreement during the Term and for a period of three (3) years following the end of the Term and any renewals thereof. The Contractor shall at all reasonable times, in the event of an audit, permit inspection of such records and statements by CMHC's internal or external auditors. The Contractor shall provide CMHC's auditors with sufficient original documents in order to conduct the audit. An audit may be conducted without prior notice, however CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations.

7. Final Report

Where the Contractor is to prepare a final report, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. The content and form of the report will be consistent with the specifications as outlined in the terms of reference in Schedule "A".

8. Intellectual Property

- 8.1. For the purpose of this Agreement, Intellectual Property shall include any documents, reports, information and materials in any form.
- 8.2. CMHC shall retain all rights which it holds in any pre-existing Intellectual Property and shall be the sole owner of all rights in any Intellectual Property developed in the course of the Work, irrespective of the manner in which the Intellectual Property comes into existence (hereinafter referred as « CMHC Intellectual Property»). The Contractor agrees to acknowledge CMHC's rights in the CMHC Intellectual Property upon request by CMHC.

- 8.3. The Contractor shall have no right in the CMHC Intellectual Property except as may be granted in writing by CMHC. The Contractor shall not divulge, release, copy, modify or publish the CMHC Intellectual Property without the prior written consent of CMHC.
- 8.4. Nothing in this Agreement shall affect the ownership of any pre-existing Intellectual Property rights in any tools, methodologies, databases and materials used to produce the CMHC Intellectual Property.
- 8.5. Where a Subcontractor may create CMHC Intellectual Property in the course of the Work, the Contractor is solely responsible for ensuring that all rights in the Intellectual Property are transferred to CMHC in compliance with clause 8.2 above.
- 8.6. In the event the Contractor intends to incorporate intellectual property belonging to a third party, or derivatives thereof, into the Work, the Contractor represents and warrants that it has secured all necessary rights to grant CMHC the right to (copy, publish, modify, create derivatives) of the third party information, to grant any licenses described herein and to carry on any other activities described or contemplated in this Agreement.

9. Publication

9.1. CMHC

- 9.1.1. Is under no obligation to publish all or part of the final report or its associated materials, reports, maps and other documents;
- 9.1.2. Has the right to edit or publish the final report, in part or in its entirety;
- 9.1.3. Shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication; and
- 9.1.4. May, at its discretion, or shall, if directed to do so by the Contractor, delete references to the Contractor in any edited version of the final report

10. Photographs

- 10.1. All images included in the text of the report, either photographs or diagrams, must also be provided separately on a CD as PDFs, TIFFs, JPEGs, or EPSs with a minimum resolution of 300dpi. The Contractor acknowledges that images embedded in the text are not suitable for CMHC's publication process, but may include such images to indicate suggested image placement in the report.
- 10.2. The Contractor is responsible for obtaining all necessary rights to allow for the unrestricted publication of photographs, technical drawings, diagrams, charts and tables

by CMHC and shall advise CMHC where acknowledgement of the photographer or author is required. Upon request by CMHC, the Contractor shall provide a sworn representation that it has obtained the required rights.

11. Confidentiality

The Contractor or its agents will treat as confidential during, as well as after the Term of this Agreement, all information relating to the affairs of CMHC and all personal information of which it acquires knowledge in consequence of or incidental to the performance of its obligations under this Agreement. The Contractor acknowledges that CMHC is subject to federal Access to Information and Privacy legislation and agrees that it will take all measures necessary to facilitate CMHC's compliance with its obligations and to protect the information from disclosure, whether inadvertent or intentional.

12. Indemnification

- 12.1. The Contractor agrees to indemnify and save harmless CMHC and its directors, officers, employees and agents from and against all loss, damages, costs, expenses, claims, demands, actions or other proceedings of any nature and kind, arising from or in consequence of an act or omission of the Contractor or its employees or agents. This indemnity shall be applicable whether such claims, actions or proceedings are brought in the name of CMHC, or the Contractor or any directors, officers, employees or agents thereof.
- 12.2. CMHC retains the right to approve or refuse any proposed settlement of a claim, action or proceedings, and to assume control over its defence at any time provided that it assumes the costs of defending the claim incurred from the time at which it assumes control.
- 12.3. This clause shall survive the termination of the Agreement.

13. Insurance

It shall be the sole responsibility of the Contractor to determine what, if any, insurance coverage is necessary for its own protection or to fulfill its obligation under any ensuing contract. Any such insurance shall be provided and maintained by the Contractor at its own expense.

14. Independent Contractor

The Contractor shall act as an independent contractor for the purposes of this Agreement. It and its employees, officers and agents are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, and agents. Without limiting the generality of the

foregoing, the Contractor shall retain complete control of and accountability for its employees and agents. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and payroll deductions required in respect of its employees. All personnel shall, at all times, and for all purposes, be solely in the employment of the Contractor.

15. Replacement of Personnel

- 15.1. It is agreed that the following individual(s) will perform the Work (or provide the Services) and shall exercise active control over all aspects of the Work (Services) and shall be directly involved in all major decisions:

Insert names of individuals

CMHC's selection of a Contractor to perform the Work (Services) shall be considered as the engagement of the named individual(s) personally, even though CMHC may be engaging the services of a firm. Major roles in the performance of the Work (Services) may not be assigned to other individuals without obtaining the prior written consent of CMHC.

- 15.2. In the event that the individuals named in this clause are unable to perform all of the Work (Services) for any reason and CMHC does not accept any replacements proposed by the Contractor, CMHC may terminate this Agreement immediately with no further obligation of any kind to the Contractor.
- 15.3. To request CMHC's consent to replace an individual assigned to all or part of the Work (Services), the Contractor shall provide CMHC with a description of the qualifications, experience and competencies of the individual being proposed as the replacement. CMHC shall have full discretion to consent or to refuse to consent to the assignment of the Work (Services). All other obligations of the Contractor, including timing requirements, will not be affected by a request under this clause and will remain in full force and effect.

16. Assignment

This Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC.

17. Force Majeure

In the event that the Contractor is prevented from fulfilling its obligations under the terms of this Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Contractor shall provide immediate written notice by registered

mail describing the event(s) that constitute(s) a force majeure or an act of God. Without limiting the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Contractor has no reasonable control. In the event it receives notice of a force majeure or act of God CMHC may to the extent it deems necessary secure the services of other qualified Contractors without compensation or obligation to the Contractor.

18. Conflict of Interest

- 18.1. The Contractor and its principals, employees and agents shall avoid any conflict of interest during the Term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- 18.2. The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- 18.3. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate this Agreement. All portions of the Work which have been completed at the date of termination shall be delivered to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under this Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- 18.4. Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2006) in order to derive a benefit from this Agreement.

19. House of Commons

No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

20. Metric Measurement

All reports or other information and material to be furnished to CMHC in accordance with the requirements of the work which contain written statements, reference to or tabulations of

measured quantities shall be submitted by the Contractor in metric (SI) units, with Imperial units listed in brackets immediately afterwards.

21. Binding Agreement

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

22. Guarantee / Warranty

The Contractor agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

23. Corporation Identification

It is agreed that the Contractor will make no use whatsoever of the name, logo or other official marks of CMHC without the prior written consent of CMHC.

24. Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. Attached as Schedule C to this Agreement is a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) which the Contractor must complete and sign prior to execution of this Agreement.

25. Scope of Agreement

It is agreed that this instrument embodies the entire agreement of the parties hereto with regards to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

SCHEDULE "A"

TERMS OF REFERENCE

1. Statement of Work

(Clearly and fully describe and enumerate the deliverables which the Contractor will have to supply and the dates by which it will need to complete the deliverable in order to fulfill its obligations under this Agreement and receive payment. The Term of this Agreement, as set out in clause 2, should be reiterated.)

(If the work and payment are to be in phases, the dates for completion of each phase must be specified, and the work and deliverable required at each phase completion date must be specified.)

(If specific individuals are to perform/supervise the work on behalf of the Contractor, they should be set out here.)

2. Project Management

3. Schedule of Tasks and Allocation of Staff by Phases

SCHEDULE "B"

MANNER OF PAYMENT

If the Contractor is not in breach of any of its obligations under this Agreement, the Contractor will be paid in accordance with the following schedule:

All payments are contingent upon the Work being performed to the satisfaction of CMHC. CMHC shall retain full discretion to accept or reject the Work.

(The phases should follow the phases set out in Schedule "A".)

1. Upon the contractor having completed (work, e.g. "Task 1 of the work as set out in Schedule "A") by (insert date) and upon submission and issuance of written acceptance of (insert deliverable) by CMHC.....\$

2. Upon the contractor having completed (work, e.g. "Task 2 of the work as set out in Schedule "A") by (insert date) and upon submission and issuance of written acceptance of (insert deliverable) by CMHC.....\$

SCHEDULE "C"

Supplier - Direct Deposit and Tax Information Form

**Please disregard this form if you have already provided this information to CMHC,
if not previously provided, please complete the next page.**

Pursuant to paragraph 221 (1)(d.1) of the Income Tax Act, CMHC must issue T1204 supplementary slips indicating all service contract payments (including contracts for mixed goods and services) for the calendar year.

7 SECTION 7 APPENDICES

APPENDIX A

MANDATORY

7.1 Certificate of Submission

_____, hereby:
Company Name Procurement Business Number (PBN)

- I. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- II. offers the terms as set out in this proposal, including any pricing proposal for a period of sixty (60) Days as specified in section 2 of the RFP;
- III. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- IV. represents and warrants that in submitting the proposal or performing the Contract, there is no actual or perceived conflict of interest;
- V. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VI. certifies that this proposal was independently arrived at, without collusion;
- VII. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract;
- VIII. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- IX. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- X. agrees to comply with all of the section 6.0 contract MANDATORY clauses in an unaltered form as stated;
- XI. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XII. agrees that, in the event of acceptance of this proposal, it will enter Contract negotiations in accordance with the RFP, and upon entry into a Contract with CMHC, it will commit to providing the full scope of services identified in the Contract.
- XIII. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XIV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this ____ day of _____, 2013 at _____, Canada.

Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.

Corporation/Individual:

Signature of Signing Authority

Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B

7.2 Evaluation Table

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<p>Quality of Proposal Does the Proposal:</p> <ul style="list-style-type: none"> • Organize and present all information in a concise, logical and easily understood manner? • Include an Executive Summary that explains how the Proponent will satisfy the requirements in the Statement of Work (SOW) 	10		70	
<p>Proponent's Qualifications Has the Proponent:</p> <ul style="list-style-type: none"> • demonstrated how team members have the education and experience necessary to satisfy the SOW? • reported recent experience similar in scope and subject to the tasks described in the SOW? • provided complete references for recent projects of similar size and scope done by the Proponent members? • described the firm, its age, number of full-time employees, and service specialization? • provided résumés of all Proponent team members? 	30		210	
<p>Response to Statement of Work Has the Proponent:</p> <ul style="list-style-type: none"> • explained how each task described in the SOW will be performed? • assigned tasks to project members who have the qualifications and experience needed to undertake these tasks? • described additional work that might be required beyond that which is described in the SOW? • explained how the proposal increases process efficiency and adds value to the deliverables described in the SOW? • identified potential challenges that could arise in completing the Work and proposed solutions for addressing them? 	10		70	

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
Project Management Plan Has the Proponent: <ul style="list-style-type: none"> • described how the project will be managed and its organizational structure? • explained how he/she will control quality and deal with errors, omissions and delays? • described how project status will be reported? • explained how he/she will comply with the work schedule? • explained how he/she will interface with CMHC? 	10		70	
Technical Writing Product Samples Has the Proponent: <ul style="list-style-type: none"> • provided relevant and related samples of technical writing reports or publications? • demonstrated their capacity for high quality professional writing and report production through the samples provided? 	20		140	
Pricing Proposal* <ul style="list-style-type: none"> • Is proposed price in line with work proposed? • Are all expected costs accounted for? • Is the price within project budget? • Is schedule and resource allocation appropriate? 	20		Less than or equal to \$100,000 excluding taxes	
TOTALS	100			
NOTES: Proposals that do not meet upset score for any section with a determined upset score will not proceed further in the proposal evaluation process. * Proposal Budget scoring formula: Proposal Budget score = A / B X 10 points where: A = dollar amount of proposal with lowest "Proposed Price" amongst all proposals that have met the minimum upset score for each evaluation criteria. (The proposal which met all the minimum scores that has the lowest proposed price will get a score of 10 points.) B = "Proposed Price" for other proposals that have met all minimum upset scores.				

7.3 Evaluation Scoring Guide

(This evaluation scoring guide is not used for evaluation of Pricing.)

<u>Rating</u>	<u>Description</u>
10 Excellent	Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9 Very Good	Exceeds the requirements of the criterion in ways which add additional value to CMHC's stated requirements.
8 Good	Exceeds the requirements of the criterion but in a manner which may not add additional value to stated requirements.
7	Fully meets all the requirements of the criterion.
6 Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5	Barely meets most of the requirements of the criterion to the minimum acceptable level and lacking in areas which are not critical.
4 Poor	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level.
3	Poor to Very Poor
2 Very Poor	Barely addresses any of the requirements of the criterion and completely lacking in critical areas.
1	Very Poor to Unsatisfactory.
0 Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

APPENDIX C

7.4 Mandatory Compliance Checklist

<input type="checkbox"/> Certificate of Submission	Section 2.2
<input type="checkbox"/> Submission Deadline	Section 2.3
<input type="checkbox"/> Offering Period	Section 2.7
<input type="checkbox"/> Proponent's Qualifications	Section 4.6
<input type="checkbox"/> Response to Statement of Work	Section 4.7
<input type="checkbox"/> Financial Information	Section 4.9
<input type="checkbox"/> Proponent's Technical Writing Product Samples	Section 4.10
<input type="checkbox"/> Pricing Proposal	Section 4.11
<input type="checkbox"/> Proposed Contract	Section 6
<input type="checkbox"/> 7.1 Certificate of Submission	(Section 7 Appendices, Appendix A)

APPENDIX D

7.5 Sample (partial) Final Report (Avalon Discovery 3)