



REQUEST FOR PROPOSAL

For

Project and Portfolio Management Solution
Using Microsoft Project Server 2013

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Originating Department: IT-Strategy

Contracting Authority:
Canada Mortgage and Housing
Corporation (CMHC)

Inquiries: Heather Forsyth

Tel: (613) 740-5466
Fax: (613) 748-2998
Email: hforsyth@cmhc-schl.gc.ca

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1	GENERAL INFORMATION.....	1
1.1	INTRODUCTION AND SCOPE	1
1.2	CMHC BACKGROUND.....	1
1.3	PURPOSE OF REQUEST FOR PROPOSAL.....	2
1.4	SELECTION POLICY.....	2
1.5	SCHEDULE OF EVENTS.....	2
1.6	PROCUREMENT POLICY RE: THE ENVIRONMENT	3
1.7	PROPONENT FEEDBACK	3
1.8	INCOME TAX REPORTING REQUIREMENT	3
2	SUBMISSION INSTRUCTIONS.....	4
2.1	SUBJECT REQUIREMENTS	4
2.2	RESPONSE FORMAT	5
2.3	THE FOLLOWING SHOULD BE PROVIDED:	5
2.4	DELIVERY INSTRUCTIONS AND DEADLINE (M).....	6
	NUMBER OF COPIES AND FORMAT.....	6
	SUBMISSION DEADLINE	6
	PACKAGING AND ADDRESS	7
2.5	INQUIRIES (M)	7
2.6	COMMUNICATION.....	7
2.7	PROPONENT CONTACT.....	8
2.8	OFFERING PERIOD (M)	8
2.9	CHANGES TO SUBMISSION	8
2.10	MULTIPLE PROPOSALS	8
2.11	ACCEPTABLE ALTERNATIVE.....	8
2.12	LIABILITY FOR ERRORS	8
2.13	VERIFICATION OF PROPONENT’S RESPONSE	9
2.14	OWNERSHIP OF RESPONSES	9
2.15	PROPRIETARY INFORMATION.....	9
2.16	CORPORATION IDENTIFICATION.....	9
2.17	DECLARATION RE: GRATUITIES	9
2.18	CONFLICT OF INTEREST	9
2.19	DECLARATION RE: BID RIGGING AND COLLUSION.....	10
2.20	SECURITY CLEARANCE.....	10
2.21	SHORTLIST.....	10
2.22	JOINT VENTURE RESPONSES	10
2.23	INTELLECTUAL PROPERTY RIGHTS	11
2.24	NON-DISCLOSURE OF CMHC INFORMATION.....	11
3	STATEMENT OF WORK	12
3.1	INTRODUCTION AND SCOPE	12
3.2	STATEMENT OF WORK.....	13
3.3	GENERAL REQUIREMENTS (250 POINTS).....	13
3.4	ANALYSIS (300 POINTS).....	14
3.5	PROPOSED SOLUTION AND PROJECT PLAN (500 POINTS)	14
3.6	INSTALLATION AND CONFIGURATION (300 POINTS)	15
3.7	TESTING (150 POINTS)	16
3.8	TRAINING (100 POINTS)	16
3.9	ON-GOING SUPPORT. (200 POINTS)	16
3.10	REFERENCE AND SCENARIOS REQUIREMENT (150 POINTS)	17
3.11	AVAILABILITY OF PERSONNEL.....	17
4	PROPOSAL REQUIREMENTS.....	18
4.1	RESPONSE ITEMS	18
4.2	MANDATORY PROPOSAL REQUIREMENT	18

4.3	PROPONENT’S QUALIFICATIONS (M)	18
4.4	FINANCIAL INFORMATION (M)	18
4.4.1	Credit Check.....	18
4.4.2	Financial Capacity.....	19
4.5	OTHER	19
4.6	PRICING PROPOSAL (R)	19
5	EVALUATION AND SELECTION	21
5.1	LIMITATION OF DAMAGES	21
5.2	EVALUATION TABLE	21
5.3	EVALUATION METHODOLOGY	21
5.4	FINANCIAL EVALUATION.....	22
5.5	PROPONENT SELECTION	23
6	PROPOSED AGREEMENT	24
6.1	MANDATORY AGREEMENT TERMS AND CONDITIONS.....	24
6.2	PROPOSED AGREEMENT	24
7	SECTION - APPENDICES	37
7.1	CERTIFICATE OF SUBMISSION	37
7.2	EVALUATION TABLE:	38
7.3	MANDATORY COMPLIANCE CHECKLIST	39
7.4	CMHC TECHNOLOGY ENVIRONMENT OVERVIEW (I).....	40
7.5	FINANCIAL COST SHEET TABLE (M).....	44

SECTION 1 GENERAL INFORMATION

1 Overview of Section

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

1.1 Introduction and Scope

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a Services Agreement with a proponent for the purpose of obtaining the services to install and configure a Microsoft Project and Portfolio Management (PPM) solution as well as to provide training and as required support for CMHC staff. The objective of this solution is to enhance CMHC's project management capabilities, by centralizing and automating CMHC's IT investment planning process and help develop CMHC's Project and Portfolio Management Framework (PPMF).

CMHC is looking for one proponent who has provided this type of service in another Canadian federal government department, agency or crown corporation and will do the following for CMHC:

- *Analyze the requirements*
- *Propose a solution*
- *Develop a project plan*
- *Confirm the hardware configurations, install and configure the software*
- *Test and Review Results*
- *Provide PPM Training and knowledge transfer to CMHC's client groups; and*
- *Provide on-going support services after initial implementation on a daily rate basis.*

The value of this service is expected to range from \$130,000.00 to \$200,000.00 CDN for a three (3) year term, including all applicable taxes. Although the implementation of the PPM solution is expected to represent the majority of the contract during the first year, CMHC will require additional "as required" services to improve the PPM solution. The lowest cost 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 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".

1.2 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 Employment and Social Development, and Minister responsible for CMHC, the Honourable Jason Kenney.

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

1.3 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 to select 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 Selection Policy

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.

CMHC utilizes the Supplier Information 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 (<http://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 Agreement which may be entered into by CMHC and the selected proponent.

<u>Date</u>	<u>Activities</u>
July 22, 2013	Request for Proposal issued
August 9, 2013	Final day for questions
August 16, 2013	Submission deadline
September	Evaluation and Interview of lead proponent
September	Agreement award
October	Finalize Agreement with lead proponent
October	De-briefing to unsuccessful proponents as requested

1.6 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 whenever possible.

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

1.7 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 # 201302149** 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 Agreement 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 2.5.

1.8 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 Service Provider'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.

SECTION 2 SUBMISSION INSTRUCTIONS

2 Overview of Section

The purpose of Section 2 is to inform the proponent about CMHC's procedures and rules pertaining to this RFP process.

2.1 Subject Requirements

Throughout this RFP, some requirements will be identified as either "Mandatory (M)", "Information (I)" or "Rated (R)".

A mandatory requirement is accompanied by a "(M)" and it requires that a minimum be met in order to be considered for further evaluation. Mandatory is defined as requiring substantial compliance as assessed by CMHC in its sole and absolute discretion. Proponents must supply a response of "Compliant" or "Non-Compliant" for each mandatory requirement in this RFP and must also substantiate compliance with a statement or reference to attached documentation.

An example of a compliant response to a mandatory requirement is as follows:

Requirement	Response	Response Details
Section 3.6.x Delivery (M) The proposed solution must be able to deliver a minimum of _xxxx_.	Compliant	Responses provided here or "Refer to attached technical manual page xx"

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any mandatory requirement can 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.

Proponents are advised that CMHC has provided in APPENDIX C a Mandatory Compliance Checklist for your benefit to complete prior to submission. This is to assist you in ensuring that you comply with all Mandatory criteria as non-compliance could result in disqualification.

A rated (R) requirement is defined as a desired function, capability or feature of the proposed solution that is not mandatory. A Rated requirement will be measured and given points between 1 to 10 points depending on the quality of the response in meeting the CMHC requirement. Also the requirement has been given a weight reflecting the importance of the requirement. Rated requirements that are considered more important will be given a higher overall weight. Points are calculated for each rated requirement by multiplying the awarded points by the weight. A summary of the Subsections identified as Rated (R) are listed in APPENDIX B – Evaluation Table.

2.2 Response Format

- a) All responses to this RFP must conform to the paragraph numbering in this RFP document and specifications. (M)
- b) The proponent must use the detailed APPENDIX E - Financial Cost Sheet Table to provide pricing details. (M)

Proposals should be typed on 8 1/2" x 11" paper with each page numbered and dated. Each of the proposal sections should begin on a new page and be separately tabled.

2.3 The following should be provided:

- a) Signed Letter of Introduction

One page, on proponent's letterhead, introducing the proponent, signed, and sealed by person(s) duly authorized to sign on behalf of the proponent and bind the proponent to statements made in response to the RFP. The letter must make reference to the RFP name and number as well as contain the name, address, phone number and email address of the primary contact person for the submission.

- b) Table of Contents - Completed

Include page numbers.

- c) Signed Certificate of Submission (M)

The Certificate of Submission (or an accurate reproduction) in APPENDIX A must be signed and should be submitted with the proposals. It summarizes some of the mandatory requirements set out in the RFP.

Should a proponent choose not include the signed Certificate of Submission the proponent will be notified by CMHC and given 48 hours in which to meet this requirement. A signed copy of the Certificate of Submission must also be included for each participating company in the event of a joint venture proposal.

- d) Detailed response

Proponents must provide information to each section that requires a response for the requirement of this RFP. Proponent responses must clearly indicate compliance or non-compliance to each applicable section of the RFP, provide a brief statement which justifies their compliance, and give a reference to attached documentation which substantiates the compliance. References to attached documentation must be as clear and direct as possible. Any substantiating documentation which cannot easily be found by the evaluation team may be deemed to be non-compliant.

Responses such as "Understood" or "Read and Understood" to mandatory requirements are unacceptable and will be deemed to be a non-compliant response.

A numbering scheme which matches this RFP should be used.

e) Complete Mandatory Compliance Checklist

Proponents should include a completed Mandatory Compliance Checklist found in APPENDIX C. Providing the checklist with a check in all boxes does not by itself mean the proposal is compliant with all mandatory requirements.

f) Proponents must complete in Section 7.5 APPENDIX E - Financial Cost Sheet Table

g) Appendices:

Proponents are to include any additional information, brochures, etc. Also to be included here are any alternate terms and/or proposal if applicable.

2.4 Delivery Instructions and Deadline (M)

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the proponent. All risks and consequences of incorrect delivery of proposals are the responsibility of the proponent. CMHC will not assume or have transferred to it those responsibilities. Proposals may be submitted in English or in French.

Number of copies and format

Label the documents and media you provide submit following:

- Four (4) hard copies of the technical proposal
- Two (2) hard copies of the financial proposal
- Plus: On media (CD/DVD or USB) one copy of the technical and one copy of the financial responses in Word or Word compatible and or Excel or Excel compatible formats.

Note: Please package the financial responses and media in a separate sealed and labelled envelope or box.

Submission Deadline

Your proposal must be received at the exact location as specified below on or before the submission deadline set as:

2:00 p.m. local Ottawa time, on August 16, 2013.

Proposals arriving late will be automatically rejected, and the sender will be so notified by e-mail.

Method of Sending

Proposals sent by facsimile machine or e-mail will not be accepted.

Packaging and Address

Proposals, including all supporting documentation, are to be sealed. The outermost packaging of the proposal, including any courier or delivery packaging, must indicate all of the following information and be addressed exactly as follows:

C1 Guard Station
Canada Mortgage and Housing Corporation
1st Floor, “C” Building
700 Montreal Road
Ottawa, Ontario K1A 0P7
Proposal call: Services for a Portfolio & Project Management Solution
Solicitation number: **RPPS# 201302149**

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

2.5 Inquiries (M)

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

Heather Forsyth, Procurement Advisor
Fax number: 613-748-2998
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 in order to relay 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 e-mail. All proponent identification related to the inquiry will be removed in the responses.

PROPRIETARY SOLUTION QUESTIONS: Any questions of a proprietary nature specific to a solution must be clearly marked. CMHC will confirm if the nature of the question is proprietary and reserves the right to respond privately to the requestor.

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 on buyandsell.gc.ca.

2.6 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.

2.7 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. Please include this information on the front of your proposal(s) (company contact name address, email)

2.8 Offering Period (M)

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 120 days following the closing date.

2.9 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 2.4, 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.

2.10 Multiple Proposals

Proponents 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 Corporation Identification

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

2.17 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 an Agreement or favourable treatment under a contract.

2.18 Conflict of Interest

- (a) The Proponent and its principals, employees and agents shall avoid any conflict of interest during the solicitation period 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 Act in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

2.19 Declaration re: Bid Rigging and Collusion

In submitting its proposal, the proponent certifies that:

- Prices as submitted in its proposal have been arrived at independently from those of any other proponent;
- 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
- 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.

2.20 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.

2.21 Shortlist

The evaluation procedure will include a shortlist based on the stated criteria. The short listed proponents may be called upon for an interview, supply demonstration or provide additional information prior to the final selection. CMHC reserves the right to supply more information to those bidders who are short listed.

2.22 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 an Agreement. 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 2.3.

2.23 Intellectual Property Rights

All material, reports and documents submitted under this RFP will become the sole property of CMHC.

2.24 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 Agreement, 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 Service Provider, any subcontractor, reseller, agent or any other person engaged to perform the Services under the Agreement.

The Service Provider 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 Service Provider further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Service Provider shall restrict access to CMHC Information to those persons who have a need to know this information in order to provide the Services under the Agreement.

The Service Provider 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 Service Provider shall not and shall ensure that any permitted subcontractor, reseller, agent or any other person engaged to perform any part of the Services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Service Provider or subcontractors without the prior written consent of CMHC.

SECTION 3 STATEMENT OF WORK

3 Overview of Section

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.

3.1 Introduction and Scope

CMHC is seeking the services of a Proponent who has completed a successful implementation of a Microsoft Project Server solution in a Government department, agency or crown corporation. CMHC has selected Microsoft Project Server for its PPM solution as it is one of the Federal Government standards. It will be used to centralize the management and governance of CMHC IT projects and investments.

The winning proponent will analyze the requirements, configure and implement the solution in CMHC's Development environment. Upon completion of testing and preliminary approval the proponent will assist CMHC in transferring the PPM Solution into the System Test, External Integrated Testing (EIT) and the Production environment.

CMHC is looking for a Proponent who will deliver the following;

- 1) Evaluate environment for technical readiness, provide architecture and detailed specifications for configuration of hardware and software
- 2) A proposed solution and a project plan
- 3) A strategy to test /adjust/ confirm the PPM solution for production and deployment
- 4) A training program & supply and preparation of documentation
- 5) An on-going support strategy
- 6) Import existing data where available

CMHC's Project and Portfolio Management solution will be based on the following;

Roles

	Quantity
Project Managers (using Project Professional 2013)	25
Administrators, Business Analyst, Executives and other Team Members (using MS Project Server 2013 Client Web Access)	55

Number of Projects

On an annual basis, CMHC manages approximately 90-110 IT related projects with approximately 200 resources.

Not in scope at this time;

The initial configuration of CMHC's PPM solution will not include the following at this time but should be considered for future use in the interface configuration, architecture and initial install and design accordingly. This initial implementation;

- Will not replace the existing Time Tracking and or Change Management processes/system
- Will not replace the existing Asset Management process/system

3.2 Statement of Work

The CMHC Statement of Work requirements have been outlined in the following sections:

3.3	General
3.4	Analysis
3.5	Proposed solution and Project Plan
3.6	Installation and configuration
3.7	Testing
3.8	Training
3.9	On-going Support
3.10	References
3.11	Availability

3.3 General Requirements (250 points)

Req't #	Requirement	Rating	Weight	Points Available
3.3.1	Provide details about your organization related to experience, certification, in providing services for PPM solutions to Canadian Federal government departments, agencies and crown corporations of similar complexity, size and scope.	R	15	1-10
3.3.2	Provide details regarding the staff and their experience in delivering PPM solutions to Canadian Federal government departments, agencies and crown corporations.	R	10	1-10
3.3.3	Proponents must propose architect and deliver a PPM solution that is available in both English and French for all active pages;	M	n/a	n/a
3.3.4	Proof of enhanced reliability security clearance of the candidate(s) submitted to complete the contract, in the form of clearance number and expiry date.	M	n/a	n/a
3.3.5	Proponents must have the 5 years experience in implementing PPM solutions.	M	n/a	n/a
3.3.6	Proponents must have successfully implemented a Microsoft Project PPM solution in a Canadian Federal Government	M	n/a	n/a

	department, agency or crown corporation.			
3.3.7	Proponents must assist CMHC in the development of documentation for the PPM solution where CMHC will develop the documentation and the proponent is to review the document and provide comments	M	n/a	n/a

3.4 Analysis (300 points)

Req't #	Requirement	Rating	Weight	Points Available
3.4.1	Provide in detail the proposed process to gather requirements and produce a detailed plan /design with criteria applied to review the current environment and determine the readiness of a customer environment with regards to <ul style="list-style-type: none"> • Hardware • Software • Resources • Processes/templates/ • Timelines/work breakdown structure • Complexity 	R	25	1-10
3.4.2	Fully describe the role that CMHC is expected to play during the analysis process (ex interviews, process reviews etc)	R	5	1-10

3.5 Proposed solution and Project plan (500 points)

Req't #	Requirement	Rating	Weight	Points Available
3.5.1	Describe your approach in architecting (interfaces, platforms) and designing the configuration and implementing an optimal PPM Solution based on a Microsoft Project Architecture that could be used in a Federal Government environment and will be aligned with the GOC Project Management Framework and Policy. Include information with regards to: <ul style="list-style-type: none"> • Hardware • Software • Services • Future growth 	R	15	1-10

3.5.2	Provide an overview of the proposed PPM solution with a milestone-based project plan to be refined with CMHC that provides details on the process to be used in designing and implementing the Solution at CMHC <ul style="list-style-type: none"> • Hardware • Software • Resources • Processes/templates/standard reports, dashboard • Timelines • Interfaces 	R	25	1-10
3.5.3	Describe the process used to identify out of scope requirements, analyze and accommodate changes and obtain approvals throughout the implementation process. Include a sample of a change management form if available	R	5	1-10
3.5.4	Describe the responsibilities that CMHC should expect to have in the development and implementation of the proposed solution.	R	5	1-10

3.6 Installation and Configuration (300 points)

Req't #	Requirement	Rating	Weight	Points Available
3.6.1	Describe the process to install and test the software in the CMHC Development environment. Include the details of the packaging (how) and level of effort to promote the solution from the Development environment to the other CMHC environments – System Test, External Integration Testing and Production.	R	10	1-10
3.6.2	Describe the proposed options with a plan by function (by PM, technical staff) to do knowledge transfer to the CMHC team during the Installation and Configuration process.	R	5	1-10
3.6.3	Describe the approach to: <ul style="list-style-type: none"> • Transfer all existing project information such as gates, templates, data and reports; • Configure project intake and prioritization, IT resource capacity and demand management, high level budget and cost tracking • Configure reports, dashboards and metrics according to CMHC requirements. 	R	15	1-10

3.6.4	Proponents will assist in the installation of the solution. Describe the responsibilities that CMHC should expect to have as the technical staff performing the work, what training they would require and the timelines that they should follow in the installation and configuration of the proposed solution.	R	5	1-10
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3.7 Testing (150 points)

Req't #	Requirement	Rating	Weight	Points Available
3.7.1	Provide a Testing Plan and flow chart, describing the steps required for production readiness, to test, make adjustments and finalize the PPM solution.	R	10	1-10
3.7.2	Describe the responsibilities that CMHC should expect to have in the testing of the proposed solution.	R	5	1-10

3.8 Training (100 points)

Req't #	Requirement	Rating	Weight	Points Available
3.8.1	Describe a Training Plans by function available to CMHC. Include at a minimum two options <ul style="list-style-type: none"> 1) Train the trainer 2) Classroom train 3) Other options Provide pricing in APPENDIX E	R	10	1-10

3.9 On-going support. (200 points)

Req't #	Requirement	Rating	Weight	Points Available
Provide ongoing support services for Microsoft Project Server 2013				
3.9.1	CMHC requires on-going support beyond the initial implementation. Provide a list of support options, along with the description that can be offered such as, but not limited to; <ul style="list-style-type: none"> • General Inquiry or Help Desk Telephone support • On-site troubleshooting technical support • Product configuration support • E-mail Requests / Online support • Hours of operation for support services • Locations, time differences • Remote support Include pricing for these options in APPENDIX E.	R	20	1-10

3.10 References (150 points)

CMHC may want to contact references regarding relevant experience and success that the Proponent had integrating and deploying PPM solutions. Proponents will be shortlisted and interviews will be conducted, references may be contacted for their level of satisfaction with the integration services and for post-implementation support.

Req't #	Requirement	Rating	Weight	Points Available
3.10.1	<p>The Proponent should provide three (3) client references (worth 5 points each) for PPM implementations within the last five (5) years:</p> <ul style="list-style-type: none"> • The Proponent should provide one (1) reference for each of the following categories: <ul style="list-style-type: none"> ○ implementation within a Federal Government department, agency, crown corporation based on GOC project management Framework. ○ implementation for a project of similar size, scope and complexity (100-150 projects annually for 2000 user organization) ○ implementation for a multi-language site (preferably English and French) <p>For each reference, the following must be included as a minimum:</p> <ul style="list-style-type: none"> • Name of client organization • Name, title, telephone & fax number (including area codes), and email address (if available) of client contact • Client objectives and expected measurable outcomes and performance indicators of the referenced project • Scope and complexity of the project <p>Describe the work done for each reference.</p>	R	15	1-30

3.11 Availability of Personnel

The proponent must demonstrate the capacity to maintain and make available a sufficient number of personnel possessing the education, qualification, skills and competencies required to ensure the reliable provision of the services on a consistent basis during the term of any resulting agreement.

The personnel must be available for an interview by a selection panel, and should be available for a possible start of employment at our National Office in Ottawa commencing in Fall of 2013 if chosen as the successful candidate.

SECTION 4 PROPOSAL REQUIREMENTS

4 Overview of Section

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.

4.1 Response Items

- 4.2 Mandatory Proposal Requirement (response required only if applicable)
- 4.3 Proponent's Qualifications
- 4.4 Financial Information
- 4.5 Other Information
- 4.6 Pricing Proposal

Elaborate or unnecessarily voluminous proposals are not desired. 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 Requirement

Certain requirements in Section 4 are identified as mandatory. See Section 2.1 Subject Requirements for details.

4.3 Proponent's Qualifications (M)

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) Résumés for all project personnel, including subcontractors, if any, that would perform the work for this SOW.

4.4 Financial Information (M)

4.4.1 Credit Check

Sole proprietorships and partnerships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required. CMHC reserves the right to carry out a credit check and/or a financial capacity on the lead proponent before beginning discussions. This is a pass/fail test. Pass means that Agreement discussions begin. Fail means that the lead proponent may not enter into Agreement discussions and is disqualified from further consideration. The financial evaluation will be based on the information supplied by the proponent as per Section 4.4.2 of this RFP.

4.4.2 Financial Capacity

CMHC reserves the right to conduct an assessment of the Lead Proponent(s) financial capacity. Should the proponent be selected as the lead proponent following the RFP evaluation process, CMHC will request the necessary financial statements to confirm the financial capacity of the proponent. At that time, the Lead Proponent(s) must provide to CMHC the following information, as appropriate upon 72 hours of CMHC's request:

Note: Failure to comply with the Financial Information submission requirements as indicated above and within this section, will result in disqualification of the Lead Proponent(s) at which time no further consideration will be provided to the respective submission(s).

Partnerships, Corporations, Joint Ventures and Consortiums:

CMHC requires the provision of the financial statements for the analysis of financial capacity. You must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. You must agree to provide any other financial information that CMHC may subsequently request. The auditor's report must be signed by an appropriate officer of the audit firm. In the case that your financial statements are not audited, CMHC will only accept them if they are accompanied by a signed review engagement report for each year. A complete set of financial statements consists of all the following items:

1. Auditor's Report (or Review Engagement Report),
2. Balance Sheet,
3. Income Statement,
4. Cash Flow Statement,
5. The Notes to the Financial Statements, and

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form as indicated above for sole proprietorships, partnerships or corporations. For partnerships of individuals (as opposed to partnerships of corporations), each individual must provide written permission for CMHC to perform a credit check on them as individuals.

4.5 Other

The Proponent may provide other relevant information here, but is not obligated to.

4.6 Pricing Proposal (R)

The proponent must provide the pricing of its proposed solution in Section 7.5 APPENDIX E – Financial Cost Sheet Table.

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 Proponent and will be paid by CMHC.

The proponent must submit a fixed (firm) price.

SECTION 5 EVALUATIONS AND SELECTION

5 Overview of Section

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

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. No proponent shall have any cause of action against CMHC arising out of a failure to award an Agreement, the failure to evaluate any proposal, or the methods by which proposals are assessed.

5.1 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 or other indirect damages if no agreement is made with the proponent.

5.2 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 within this RFP.

5.3 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 Table below;

Rating	Description	Points Available
Exceptional	Exceeds the requirements of the criteria in superlative and beneficial ways	10
Excellent	Exceeds the requirements of the criteria in ways which add additional value to CMHC's stated requirements	9
Very Good	Exceeds the requirements of the criteria in a manner which may not add additional value to the stated requirements	8
Fully Meets	Fully meets all requirements of the criteria	7
Average	Adequately meets most of the requirements of the criteria. May be lacking in some areas which are not critical	6
Average to Poor	Barely meets most of the requirements of the criteria to the minimum acceptable level and lacking in areas which are not critical	5
Poor	Addresses most, but not all of the requirements of the criteria to the minimum acceptable level	4
Poor to Very Poor	Barely addresses any of the requirements of the criteria and completely lacking in critical areas	3-1
Unsatisfactory		0

Once individual evaluations are complete, the Evaluation Committee will discuss and agree upon a final score for each proposal.

The proponents that meet all the required criteria and achieve a minimum score of **800** will be shortlisted. CMHC may, at its sole discretion, further shortlist the top two (2) proposals based on the top scores, in order to conduct interviews.

Without changing the intent of this RFP or the lead proponent's proposal CMHC will enter into discussions with the shortlisted proponents for the purpose of determining awarding of the contract. Interviews of those candidates submitted who have been shortlisted will be conducted to verify the accuracy of the résumés submitted, and to determine their technical strengths. The lead proponent will be the one whose candidate is deemed most suitable to the position. CMHC may, at its sole discretion, ask for references for candidates shortlisted.

5.4 Financial Evaluation

CMHC will award points relative to the 'best cost' submitted. Proponents will be awarded points as a percentage of the best cost submitted on a compliant proposal:

$$\text{Formula: } 1 - \frac{(\text{VP} - \text{BP})}{\text{VP}}$$

Where: VP is the Vendor Price
BP is the Best Price

Example 1: Vendor Price: \$1,000.00
Best Price: \$1,000.00

$$\text{Formula: } 1 - \frac{(1,000 - 1000)}{1,000} = 1 - 0 = 1 = 100\% \text{ of allocated points}$$

Example 2: Vendor Price: \$2,000.00
Best Price: \$1,000.00

$$\text{Formula: } 1 - \frac{(2,000 - 1000)}{2,000} = 1 - \frac{(1000)}{2,000} = 1 - .5 = 50\% \text{ of allocated points}$$

5.5 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all parts of the accepted proposal into an 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 Agreement. 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 an Agreement.

SECTION 6 PROPOSED AGREEMENT

6 Overview of Section

Attached in Section 6.2 is a proposed Agreement. The terms and conditions in this draft Agreement may be incorporated into any Agreement 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 Agreement and the proponent must accept that the final Agreement 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 Agreement of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft Agreement in Section 6.2 in the event that the proponent is selected by CMHC to enter into an Agreement.

For the purposes of this section the term "Service Provider" refers to the successful proponent with whom CMHC enters into an agreement.

6.1 Mandatory Agreement Terms and Conditions

The terms, conditions or sections of the draft Agreement in Section 6.2 that are labelled mandatory must be accepted by the proponent without alteration.

6.2 Proposed Agreement

The attached proposed agreement forms Section 6.2 of this RFP.

PROPOSED AGREEMENT

CMHC FILE No. 201302149

THIS AGREEMENT made this _____ day of _____, _____, (the “Agreement”)

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7

(hereinafter referred to as "CMHC")

AND

(hereinafter referred to as "the Service Provider")

WITNESSES THAT in consideration of the respective covenants and agreements hereinafter contained, CMHC and the Service Provider mutually covenant and agree as follows:

Article 1.0 - The Services

1.1 The Service Provider covenants and agrees to provide
_____ **services to CMHC. (the “Services”)**

Article 2.0 - Term of the Agreement

2.1 This agreement shall be for a period of _____ (months / years) commencing on
_____ **and ending on _____ (the “initial term”.**

Article 3.0 - Financial

3.1 In consideration of the carrying out of the work, as described in Article 1.0, CMHC agrees to pay the Service Provider an amount based on the Service Provider's rates attached as Schedule B. Notwithstanding this however, CMHC's total financial liability under the terms and conditions of the Agreement shall not exceed \$ _____ for the first year of the term. Proponents' pricing provided to CMHC in their submission, will form part of the Agreement

3.2 The amount payable to the Service Provider by CMHC pursuant to article 3.1 is exclusive of all taxes, assessments, duties or other levies that may be payable under this Agreement to the Service Provider, including any goods and services tax/harmonized sales tax (GST/HST) or retail

sales tax (RST). No taxes, assessments, duties or other levies shall be payable to the Service Provider in addition to the amount payable pursuant to article 3.1 unless specifically agreed to between the Service Provider and CMHC.

3.3 Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected by the Service Provider, shall be collected by the Service Provider on the consideration due and shown as a separate item on an invoice. Where the Service Provider is required to collect the GST/HST, the invoice issued by the Service Provider shall show the Service Provider's GST/HST number. Where the Service Provider is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Service Provider shall duly remit to the Canada Revenue Agency any amounts of GST/HST collected on the consideration payable pursuant to this Agreement. The Service Provider shall remit to the appropriate provincial taxing authorities any amounts of RST or QST collected by the Service Provider from CMHC pursuant to this Agreement.

Contracting party to choose version I or version II when contracting for services with a non-resident of Canada.

Version I

Any payments made to the Service Provider by CMHC pursuant to article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the Income Tax Act. If any such withholding taxes are required to be withheld from any amounts payable to the Service Provider, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

Version II

Notwithstanding article 3.2 above, any payments made to the Service Provider by CMHC pursuant to article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the Income Tax Act. If any such withholding taxes are required to be withheld from any amounts payable to the Service Provider, CMHC shall

- (i) make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency; and*
- (ii) record as a credit note the additional amounts to the Service Provider so that the net amount received by the Service Provider after such withholdings will not be less than the amount the Service Provider would have received had such withholding taxes not been withheld.*

3.4 Invoicing - The Service Provider will submit detailed invoices to CMHC on at least a quarterly basis, outlining the services provided during the period covered by the invoices. The Service Provider must allow 30 days from delivery of invoice for payment without interest charges. The Service Provider cannot invoice prior to performance of the service or delivery of the goods.

3.5 Audit - The Service Provider shall maintain proper records and accounts during the term of the Agreement and for a period of three (3) years following the end of the term and any

renewals thereof. The Service Provider agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein

The Service Provider agrees to provide the Corporation's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice; however the Corporation agrees to cooperate with the Service Provider in the course of conducting any audit in order to avoid disruption in day-to-day operations and not to break confidentiality.

3.6 All invoices, notices and requests for payment must make reference to this Agreement by quoting CMHC file number 201203637 and be forwarded to CMHC at the following address:

*Canada Mortgage and Housing Corporation
IT Order Desk
700 Montreal Road
Ottawa, Ontario
K1A 0P7*

Article 4.0 - General Terms and Conditions

4.1 Agreement Termination

Notwithstanding articles 2.1 and 2.2 above, CMHC may terminate the agreement for any reason with no penalty by giving thirty (30) days written notice, at any time during the term.

4.2 Agreement Administrator

CMHC has assigned an Agreement administrator to oversee the Agreement (see article 5.1). The Service Provider shall be expected to name a counterpart representative with the authority to handle all matters relating to the administration of the Agreement.

4.3 Agreement Renewal

This Agreement may be renewed, at the sole discretion of CMHC, for additional one year periods, not to exceed a cumulative total of 10 years, including the initial term (the "term"). At its discretion, CMHC shall within thirty (30) days prior to Agreement termination, advise the Service Provider in writing of CMHC's wish to either extend or terminate the Agreement.

4.4 Assignment of the Agreement (M)

The Agreement shall not be assigned in whole or in part by the Service Provider without the prior written consent of CMHC, which consent may be withheld by CMHC for any reason. No assignment of the Agreement shall relieve the Service Provider from any obligation under the Agreement or impose any liability upon CMHC.

4.5 *Service Provider's Indemnification*

The Service Provider agrees to indemnify CMHC, and its officers for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of the Agreement by the Service Provider, provided such loss, damages, costs, expenses, claims, demands, actions, suits or proceedings arise without negligence on the part of CMHC or its officers or employees, in which case CMHC shall bear proportionate responsibility and whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Service Provider.

4.6 *No Limitation or Waiver*

No specific remedy expressed in the Agreement is to be interpreted as limiting the rights and remedies which CMHC may be entitled to under any Agreement or otherwise in law. Failure by either party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

4.7 *Termination for Default of Service Provider*

Notwithstanding anything to the contrary in this document, CMHC may, by giving 10 days prior written notice to the Service Provider, terminate this Agreement without charge with respect to all or any part of the Agreement for any of the following reasons:

1. The Service Provider commits a material breach of its duties under this Agreement, unless, in the case of such breach, the Service Provider, within twenty (20) 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 and (b) indemnifies for any resulting damage or loss;

2. The Service Provider commits numerous breaches of its duties under this Agreement that collectively constitutes a material breach;

3. A change in control of the Service Provider where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Service Provider are acquired, by any entity, or the Service Provider is merged with or into another entity to form a new entity, unless the Service Provider demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Agreement;

4. The Service Provider commits fraud or gross misconduct; or

5. The Service Provider becomes bankrupt or insolvent, or a receiving order is made against the Service Provider, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Service Provider, or if the Service Provider takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Service Provider arising out of the Agreement out of termination, payment will be made within thirty (30) days of the date of the invoice from CMHC to the Service Provider for the value of all services delivered to the date of termination, such value to be determined in accordance with the rate (s) specified in the Agreement.

4.8 Procedures on Termination

Commencing six (6) months prior to expiration of this Agreement on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this contract, the Service Provider shall provide to CMHC, the reasonable termination /expiration assistance requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

4.9 Force Majeure

In the event that the Service Provider 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 Service Provider shall notify CMHC in writing, within the shortest period of time. The said written notice shall be sent by registered mail and shall state the factors that constitute a force majeure or an act of God. Without limiting the application of 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 Service Provider has no reasonable control.

The Service Provider shall take all reasonable means to resume fulfillment of its obligations. If this is not possible, CMHC may to the extent it deems necessary secure the services of other qualified Service Providers without compensation or obligation to the Service Provider.

4.11 Compliance with Laws

The Service Provider shall give all the notices and obtain all the licenses and permits required to provide the Services. The Service Provider shall comply with all the laws applicable to the Services or the performance of the Agreement.

4.12 Provincial Laws Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of Canada and of the Province of Ontario applicable therein.

4.13 Independent Service Provider

The Service Provider shall act as an independent Service Provider for the purposes of this contract. It and its employees, officers and agents are not engaged as employees of CMHC. The

Service Provider agrees to so advise its employees, officers, and agents. Without limiting the generality of the foregoing, the Service Provider shall retain complete control of and accountability for its employees and agents. The Service Provider 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 Service Provider.

4.14 Service Provider's Authority

The Service Provider 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 anyway.

4.15 Corporation Identification

It is agreed that the Service Provider will make no use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC

4.16 Intellectual Property Rights

Nothing in the Agreement shall impact any pre-existing intellectual property rights of the parties. The Service Provider shall gain no rights in any CMHC information as a result of the provision of the Services.

All quarterly reports and any other reports and materials prepared exclusively for CMHC, and all copyrights therein will be the property of CMHC and neither the Service Provider nor its servants or agents shall divulge, release or publish any such documentation. Upon the material coming into existence, the Service Provider agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Service Provider's moral rights therein.

The Service Provider represents and warrants that it possesses all intellectual property rights to permit it to provide the Services. The Service Provider indemnifies and holds CMHC harmless from and against any claim or action relating to the alleged breach of intellectual property rights belonging to a third party. If CMHC is prevented from using the Services as a result of a third party claim relating to intellectual property rights, the Service Provider will secure adequate rights to allow CMHC to continue using the Services without interruption, or cover all costs and expenses reasonably related to the procurement of comparable services from another service provider.

4.17 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 Agreement, 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 Service Provider, subcontractor, reseller, agent or any other person engaged to provide the Services under the Agreement.

The Service Provider 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 of all times.

The Service Provider further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Service Provider shall restrict access to CMHC Information to those persons who have a need to know this information in order to provide the Services under the Agreement.

The Service Provider 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 Service Provider 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 Service Provider or subcontractors without the prior written consent of CMHC.

4.18 Confidentiality

Mandatory

The Service Provider agrees that all records and information obtained by the Service Provider on behalf of CMHC will be kept strictly confidential and protected to the extent required by federal Access to Information and Privacy Legislation.

1. The Service Provider or its servants or agents will treat as confidential during, as well as after completion of, the Agreement, all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder.

2. The Service Provider shall, at the request of CMHC, provide an Oath of Secrecy for each of its employees or persons engaged in carrying out the provision of the Services, in a form prescribed by CMHC.

3. Any documents provided to the Service Provider in the performance of the work described herein shall be returned, uncopied to CMHC or destroyed by the Service Provider within 6 months of the termination of this contract. For documents not returned to CMHC, the Service Provider shall provide specific proof under oath of their destruction.

4.19 House of Commons

No member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit arising there from.

4.20 Binding

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

4.21 Scope of Agreement

This Agreement contains all of the agreements of the parties hereto and no other representations or warranties, verbal or otherwise, exist between the parties except those set out herein or attached as Specifications, Conditions and Addendum. In case of conflicts between the Service Provider's documents and CMHC's documents, the latter shall govern.

4.22 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 Service Provider'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.

4.23 Conflict of Interest

Mandatory

(a) The Service Provider 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) 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. In that case, CMHC shall be liable for payment to the Service Provider of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Service Provider's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Service Provider.

(d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest Act in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

4.28 A) Commercial General Liability Insurance

The Service Provider will provide and maintain Commercial General Liability insurance for a limit of not less than \$2,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross Liability including severability of interest*
- Personal Injury*
- Blanket contractual*
- Employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by WSIB)*
- Non Owned automobile liability*
- CMHC to be added as additional insured.*
- 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7*
- Contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFP).*

B) Technology Errors & Omissions including Network Security Liability

The Service Provider will provide and maintain Technology Errors & Omissions including Network Security Liability covering actual or alleged acts, errors or omissions committed by the Service Provider, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the Service Provider, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

- i. unauthorized use/access of a computer system*
- ii. failure to protect confidential information (personal and commercial information) from disclosure*

The policy shall have limits of liability of at least \$2,000,000 per occurrence and \$4,000,000 in the aggregate. If any deductible is applicable, such deductible shall not exceed \$50,000, unless such increased deductible or retention is approved by CMHC.

The Service Provider shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance shall be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.

If this insurance is provided on a claims-made basis, the Service Provider shall maintain continuous insurance coverage during the term of this Contract and in addition to the coverage requirements above, such policy shall provide that:

- i. Policy retroactive date coincides with or precedes the insured's' initial services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);*

-
- ii. *Policy allows for reporting of circumstances or incidents that might give rise to future claims; and*
 - iii. *Not less than a 2 year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.*

The Contractor will provide a Certificate of Insurance in the name of CMHC at least five (5) days prior to the Agreement commencement date confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada. It shall be the sole responsibility of the contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfil its obligation under the contract. All insurance policies shall be provided and maintained by the Contractor at its own expense.

4.29 Access to CMHC Property

CMHC agrees to permit access by the Service Provider's employees onto CMHC premises if necessary for the purpose of fulfilling its obligations as per the terms of this Agreement. However, CMHC reserves the right to refuse entry of Service Provider's personnel in cases of emergencies. CMHC also will have the right at any time to remove from and/or refuse entry to the premises any incompetent or intemperate employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

The Service Provider shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Service Provider.

4.30 Suspension of Work and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Service Provider. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the Services, the Agreement price shall be adjusted accordingly provided that the Service Provider shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.31 Extras

Except as otherwise provided in the Agreement, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by CMHC

Article 5.0 - Agreement Administration

5.1 *The Service Provider shall be notified in writing by CMHC's Agreement administrator, of the names of CMHC representatives authorized, from time to time, to assign jobs and approve payments with respect to the work carried out under this Agreement.*

5.2 *All notices given under this Agreement shall be transmitted either by fax, e-mail or postal service to the party's authorized representative as follows:*

for CMHC;

*Canada Mortgage and Housing Corporation
700 Montreal Road
Ottawa, Ontario K1A 0P7*

*Phone: () _____ Fax: () _____
e-mail: _____*

for; _____

*Phone: () _____ Fax: () _____
E-mail: _____*

Article 6.0 - Agreement Documents

6.1 *The Agreement documents consist of the following:*

- (a) This form of Agreement as executed _____;*
- (b) CMHC's Request for Proposal dated _____;*
- (c) The Service Provider's submitted Proposal dated _____; and*

together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

6.2 *The Agreement documents are complementary and what is called for in any one shall be binding as if called for by all. The Agreement documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event of a conflict between them, the Agreement documents shall have precedence among themselves in the order as listed above.*

IN WITNESS WHEREOF this agreement has been signed by the Parties hereto by their duly authorized signing officers.

THE SERVICE PROVIDER

*CANADA MORTGAGE AND
HOUSING CORPORATION*

7 SECTION - APPENDICES

APPENDIX A (M)

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 120 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 Agreement, 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 an Agreement or favourable treatment under an Agreement;
- 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 Agreement 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 Agreement negotiations in accordance with the RFP, and upon entry into a Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement.
- 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.

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:

RATED EVALUATIONS SUMMARY (60% value)		Maximum Score Available	Minimum Score Required
			40%
SECTION 3.3 - General		250	
SECTION 3.4 - Analysis		300	
SECTION 3.5 - Proposed solution and Project plan		500	
SECTION 3.6 - PPM Solution – Install and Configuration		350	
SECTION 3.7 – PPM Solution - Testing		150	
SECTION 3.8 – PPM Solution - Training		100	
SECTION 3.9 - PPM Solution – On-going Support		200	
SECTION 3.10 - PPM Solution – References		150	
SUB - TOTAL		2000	800

PRICING EVALUATION (40% Value)		Maximum Score Available	Minimum Score Required
SECTION 7.5 – APPENDIX E		1000	n/a

TOTAL POINTS AWARDED		Maximum Score Available	Minimum Score Required
TECHNICAL		2000	800
FINANCIAL		1000	
GRAND TOTAL		3000	800

APPENDIX C

7.3 Mandatory Compliance Checklist

<input type="checkbox"/>	Response format – must conform to numbering	Section 2.2a)
<input type="checkbox"/>	Response format – must use APPENDIX E for pricing	Section 2.2b)
<input type="checkbox"/>	Certificate of submission	Section 2.3c)
<input type="checkbox"/>	Delivery instructions and deadline	Section 2.4
<input type="checkbox"/>	Inquiries	Section 2.5
<input type="checkbox"/>	Offering period	Section 2.8
<input type="checkbox"/>	Deliver PPM solution in French and English	Section 3.3.3
<input type="checkbox"/>	Proof of security clearance	Section 3.3.4
<input type="checkbox"/>	Have 5 years experience	Section 3.3.5
<input type="checkbox"/>	Successful implementation in Canadian Federal Gov dept	Section 3.3.6
<input type="checkbox"/>	Must assist with documentation	Section 3.3.7
<input type="checkbox"/>	Proponent's qualifications	Section 4.3
<input type="checkbox"/>	Financial information	Section 4.4
<input type="checkbox"/>	Pricing proposal	Section 4.6
<input type="checkbox"/>	APPENDIX A – Certificate of submission	Section 7.1
<input type="checkbox"/>	APPENDIX E – Financial Cost Sheet	Section 7.5

APPENDIX D

7.4 CMHC Technology Environment Overview (I)

It is highly preferred that the Proponent's proposed solution operates within the overall CMHC Information Technology Environment, which is as follows:

CMHC's Disaster Recovery Site emulates the Production environment which consists of identical hardware, platforms and mission critical software. Mirroring the Production environment ensures failover and high availability in the event of a disaster.

Client and Server Network Environment

Server Hardware	<ul style="list-style-type: none"> • Intel Pentium and Xeon Class Servers – IBM eServer xSeries • Storage Area Network (SAN) environment • IBM TotalStorage DS8100,DS5100,DS4700 • Disk and TotalStorage 3584 tape systems.
Functional Domain	<ul style="list-style-type: none"> • Windows Server 2003 Domain • Windows Server 2008 R2
Operating Systems	<ul style="list-style-type: none"> • Windows 2000 Server and Advanced Server • Windows 2003 Standard and Enterprise (32,64 bit) • Windows 2008 (64 bit, R2)
Server Technology	<ul style="list-style-type: none"> • VMWare ESXi • Vmware Vsphere 4 • Blade Servers • Tivoli Storage Manger (TSM)
Network Infrastructure	<ul style="list-style-type: none"> • Ethernet • CISCO router-based network utilizing • WiFi - Cisco Access Points & Controllers • TCP IP Primary Protocol v4 & v6 • SSL VPN and IPSec VPN Remote Access • Application Delivery Controller (aka. Load Balancing) - F5 Big IP LTM • WAN Optimization/Acceleration - Citrix Repeater
Voice Services	<ul style="list-style-type: none"> • Main Telephone System - Avaya CS • Voice Mail Services & Server- Avaya Call Pilot Voicemail • Contact Centre Functionality - Avaya Contact Centre Suite • Monitoring and Status Technology - Witness Quality Monitoring, • NETIQ voice monitoring, PRI Monitor and Solar Winds. • Chat, video and presence information - Avaya Aura Unified Communications Infrastructure.
Video services	<ul style="list-style-type: none"> • Polycom Bridge

	<ul style="list-style-type: none"> • Polycom Converged Management Application CMA 4000 • Video Conferencing Units use Polycom VSX and HDX.
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Mainframe Environment

Operating System	<ul style="list-style-type: none"> • z/OS 1.10
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Desktop Environment

Hardware	<ul style="list-style-type: none"> • Desktop: Lenovo M81P Desktop • Laptop: Lenovo L520 Laptop • UltraLight laptop: Toshiba Tecra R930 Mobile Notebook
Standard Desktop Software	<ul style="list-style-type: none"> • Microsoft Windows XP Professional with Service Pack 3 • Microsoft Windows7 • Lotus Notes Client R8.5 • Lotus Smartsuite Millenium Edition (Word Pro, Freelance, Lotus 1-2-3, Organizer, Approach) • Microsoft Office Standard Edition 2007 (Excel, Word, PowerPoint, Access) • Attachmate Reflection 2008 • Symantec Anti-Virus • Microsoft Internet Explorer
COTS Applications	<ul style="list-style-type: none"> • Finance Core Financials (Infor SmartStream) • Warehouse and Order Desk (SAP R/3 OPIMS ECC6, Group1) • Treasury Systems (Finance Kit WallStreet Suite) • Document Management (IBM DB2 Enterprise Content Management (ECM)) • Library System (Symphony) • Online Surveys (LimeSurvey) • Photo Library System (KE Emu) • Pension Fund Accounting System (Accpac Accounting) • Pension Fund Management System (CAMRA Portfolio Management System) • Financial Authorities System (Intellera WorkflowGen Software) • Access to Information (ATIP) tracking system (Privasoft) • Document Management(IBM DB2 Enterprise Content Management (ECM) • WebTrends • Finance Corporate Performance Management (SAP Business Planning and Consolidation)

IT Service and Software Management

IT Service and Software Management	<ul style="list-style-type: none"> • Marval Pursuit and Trakit software (Asset and Financial Management, Change Management, Problem Management, and Service Request Management) • LANDesk software distribution
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Database Technologies

Mainframe Database Platforms	<ul style="list-style-type: none"> • DB2 for z/os • DB2LUW
Client server Database Platforms	<ul style="list-style-type: none"> • SQL Server • DB2UDB Version
Lotus Notes Database Platforms	<ul style="list-style-type: none"> • Domino

Development Languages

.NET	<ul style="list-style-type: none"> • Visual Studio • .NET Framework • ASP.Net and ASP.Net MVCVBA and VBScript • Silverlight 4
ColdFusion	<ul style="list-style-type: none"> • ColdFusion • CommonSpot Winter 2012
Java	<ul style="list-style-type: none"> • Java (SP, Struts) • Java 6
Mainframe	<ul style="list-style-type: none"> • IBM Enterprise COBOL for z/OS
Web	<ul style="list-style-type: none"> • HTML (4, 5), CSS, Javascript
Lotus Notes	<ul style="list-style-type: none"> • Lotus Notes
Other	<ul style="list-style-type: none"> • SAP ECC 6/ABAP
Source Control	<ul style="list-style-type: none"> • Team Foundation Server (TFS) • Rational Team Concert (RTC)

Reporting Tools

Cognos Tools	<ul style="list-style-type: none">• Cognos Impromptu• Cognos Powerplay• Cognos ReportNet
Microsoft SQL Tools	<ul style="list-style-type: none">• Microsoft SQL Server (Reporting, Analysis, Integration Services)• Microsoft SQL Server (Reporting, Analysis, Integration Services)
SAS Tools	<ul style="list-style-type: none">• SAS Mainframe• SAS PC• Crystal Reporting
Other	<ul style="list-style-type: none">• Crystal Reporting• Microsoft Project

APPENDIX E

7.5 Financial Cost Sheet Table (M)

Instructions: Complete information in Yellow boxes below

Requirement	Effort (# of days)	Cost per diem (\$)	Taxes (13%)	Total Extended Cost
Project stage:				
Analysis				
Design				
Realization (Installation, Config and Testing)				
Go-Live				
Other (if applicable)				
Training – Train the trainer				
Training – Classroom 8 students				
Training - Web				
Traininig - Other				
Documentation:	Effort (# of days)	Per Diem Rate	Taxes (13%)	Total Extended Cost
Documentation				
Services – ad hoc:	Per hour Rate	Indicate if minimum	Per Diem Rate	Indicate if minimum
Consulting on PPM solution				
Year 2 rate				
Year 3 rate				
Phone support:		Cost		
Rate per call (if applicable)				
Rate per hour (if applicable)				