



REQUEST FOR PROPOSAL

FOR

Absence Management Services

Date issued: *12 August 2013*

Solicitation Closes: *20 September 2013*

Solicitation File # : 201302814

Originating Department: *Total
Compensation*

Contracting Authority:
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Corporation (CMHC)*

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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

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of providing Absence Management Services for CMHC. It is intended that the initial term of the resulting agreement will be three (3) years with two (2) additional optional one (1) year renewal periods for a cumulative total not to exceed five (5) years.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Upon signature of a Confidentiality and Non-disclosure Agreement, Respondents to this RFP will be provided with the RFP Appendices pertaining to the Non-disclosure. Sign and return all Confidentiality and Non-disclosure Agreements to the contact person named in the RFP in Section 2.4.

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 Employment and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jason Kenney.

CMHC has approximately 1,950 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 Prairie & 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.

CMHC’s contracting and procurement activities are decentralized among CMHC’s National Office in Ottawa and various Business Centres 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 are estimates only and may be changed by CMHC at its sole discretion.

Date	Activities
12 August 2013	Request for Proposal issued
13 September 2013	Deadline for Inquiries
20 September 2013	Submission deadline
23 Sept - 15 Nov 2013	Evaluation and selection of short-listed proponent(s)
25-29 November 2013	Conduct interviews with short-listed proponent(s)
December 2013	Evaluation and selection of lead proponent(s)
13 January 2014	Announcement of successful proponent
March 2014	Debriefing to unsuccessful proponents, as requested
01 July 2014	Go live date

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 requiring 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 Draft Services Agreement

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 necessary to ensure that the process results in 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.

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 #201302814* 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 Direct Deposit and Income Tax Reporting Requirement

All payments and transfers of funds under any resulting contract will be made by means of EFT direct deposit, unless an exception is requested in the proposal and is approved prior to execution of a contract.

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and its associated regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. Proponents are therefore required to provide the necessary information, including the proponent's social insurance number and/or corporate identification number, with their proposals in order to allow CMHC to complete the T1204 supplementary slip. The lead proponent will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to the commencement of the term of any resulting agreement. Throughout the term, the Contractor will be required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for and indemnifies

CMHC from and against any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

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

Proponents are advised that CMHC has provided as 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 will result in disqualification.

2.2 Certificate of Submission

MANDATORY

The Certificate of Submission (Appendix A) summarizes some of the mandatory requirements set out in the RFP. It is a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the proponent. Refer to Section 1.6 Mandatory Requirements.

Should a proponent not include the signed Certificate of Submission the proponent will be notified by CMHC and given 48 hours in which to meet this requirement.

2.3 Delivery Instructions and Deadline

Timely and correct delivery of proposals to the 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.

Submission Deadline

MANDATORY

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 20 September 2013.

Delivery Instructions

Number of copies	One (1) signed original and eight (8) copies of the complete proposal are to be submitted.
Packaging Instructions	<p>Proposals, including all supporting documentation, are to be sealed. The <u>outermost</u> packaging of the proposal, including any courier or delivery packaging, must indicate all of the following information and be addressed exactly as follows:</p> <p>C1 Guard Station Canada Mortgage and Housing Corporation 1st Floor, “C” Building 700 Montreal Road Ottawa, Ontario K1A 0P7 PROPOSAL CALL: Absence Management Services: RFP file number 201302814</p>
Address for Delivery	<p>C1 Guard Station Canada Mortgage and Housing Corporation 1st Floor, “C” Building 700 Montreal Road Ottawa, Ontario K1A 0P7</p>

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:

*Patricia Howse, Procurement Advisor
 Fax: 613-748-2998
 Email: phowse@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 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 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 until 01 July 2014.

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, a 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, it is possible that the RFP may contain errors. 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 other official marks, 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

The proponent and its principals, employees and agents shall avoid any real, potential or apparent conflict of interest during the RFP process, and upon becoming aware of such a real, potential or apparent conflict, shall immediately declare the conflict to CMHC. The proponent shall then, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

The successful proponent must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the proponent's duties to that third party and the proponent's duties to CMHC.

In the event that a conflict of interest, real or potential, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the proponent from consideration under the RFP or to terminate the resulting agreement. Upon such elimination or termination, CMHC shall have no obligation of any nature or kind to the proponent.

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 Shortlist

The evaluation procedure will include the shortlisting of proponents as detailed in *Section 5.4 Evaluation Methodology*. The shortlisted proponents will be asked to prepare a presentation, supply demonstration equipment or provide additional information prior to the final selection, which will be made based on the criteria set out in the RFP. CMHC reserves the right to supply more information to those proponents who are shortlisted.

2.21 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.

2.22 Intellectual Property Rights

All material, reports and other work product produced under this RFP will be the sole property of CMHC. The proponent warrants that the proponent is the only person who has or will have moral rights in the material created by the proponent in relation to this RFP and the proponent hereby waives in favour of CMHC all moral rights in the material, as provided for in the law of copyright.

2.23 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 this RFP, 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 proponent, any subcontractor, reseller, agent or any other person engaged by the proponent.

The proponent 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 proponent further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The proponent shall restrict access to CMHC Information to those person who have a need to know this information in order to respond to this RFP or perform subsequent work related to the RFP.

The proponent 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 proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform work on

behalf of the proponent does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the proponent 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 Requirements.

The Mandatory Compliance Checklist is located at Appendix C.

3.3 Statement of Work

3.3.1 Background

An important component of CMHC's total compensation package is the provision of a competitive Benefits Plan that supports CMHC's efforts in attracting, retaining and motivating a highly qualified workforce.

CMHC is interested in exploring service options from proponents that demonstrate excellence in the services outlined below. CMHC encourages early and healthy return to work. The successful proponent is expected to closely align with CMHC's Absence Management Program, business practices and corporate values (http://www.cmhc-schl.gc.ca/en/corp/about/whwedo/miva/miva_002.cfm#CP_JUMP_33142) and culture.

As stated in the corporation's statement of values, CMHC strives to achieve business excellence. We exercise the highest standards of competence, trustworthiness and prudence in conducting our business relationships and in managing the financial, physical and human resources entrusted to our care. We encourage learning, innovation and personal initiative to continuously improve the way we do business and achieve the best possible results for the Canadian public.

CMHC is a high-performing organization that strives for excellence in all its endeavours. CMHC therefore expects the same high standards and commitment to excellence from all its third party partners. The successful provider will demonstrate a thorough understanding of CMHC's work environment, expected standards and requirements by ensuring that all of the following conditions are fulfilled consistently on an ongoing basis:

- CMHC is transacting with seasoned and qualified staff, where staff turnover is minimal.
- Staff are accountable for their actions and mutually agreed to timelines are followed through and met.

- Proactive ideas or solutions are provided, where both parties look for opportunities to enhance processes instead of being purely driven by rigid processes.
- Attention to detail, with an emphasis on quality control, especially in written communications with employees in their official language, is clearly evident and carried out at all times.

3.3.2 Mandatory Requirements

To qualify as an eligible proponent, you must meet the mandatory requirements as identified in *Appendix D: Mandatory Requirements*. Please use Appendix D as your response grid.

3.3.3 Rated Requirements

Refer to *Appendix E: Rated Requirements* for the list of rated requirements. Please use Appendix E as your response grid.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

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.

Proposal responses are to be organized and submitted in accordance with the instructions in this section and should be organized as identified in the table below. Requirements for each “Response Item” are identified in the “Response Item Instructions” column in the following table.

Tab	Response Item	Response Item Instructions	
1.	Covering Letter	Section 4.3	Covering Letter
2.	Table of Contents	Section 4.4	Table of Contents
3.	Executive Summary	Section 4.5	Executive Summary
4.	Appendix A (completed and signed)	Section 7.1	Certificate of Submission
5.	Appendix D (completed)	Section 4.6	Response to Statement of Work
6.	Appendix E (completed)		
7.	Appendix F (completed)	Section 4.7	Implementation Plan
8.	Financial Information	Section 4.8	Financial Information
9.	Appendix G (completed)	Section 4.9	Pricing Proposal

All additional documents that form part of the submission can be organized in subsequent tabs as the Proponent deems appropriate and should be identified in the appropriate response grid.

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.

4.4 Table of Contents

The proponent shall include a table of contents using the response item headings and numbering system identified in Section 4.1 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 Response to Statement of Work MANDATORY

In this section, the proponent should provide detailed information relative to the specifications listed in *Section 3: Statement of Work*. When responding, the proponent must complete the response grids identified in Sections 3.3.2 and 3.3.3.

When responding, the proponent must identify if the service/process/requirement is **not** currently being offered by the proponent to other clients.

4.7 Implementation Plan MANDATORY

The proponent shall propose an implementation plan, should it be the successful proponent. When responding, the proponent must complete the response grid in *Appendix F: Implementation Plan*.

4.8 Financial Information

4.8.1 Credit Check

Proponents must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required.

4.8.2 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. The proponent must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. The proponent 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 as indicated above for 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.

4.9 Pricing Proposal MANDATORY

The proponent must provide a response relative to the pricing of its proposed solution. When responding, the proponent must complete the response grid in *Appendix G: Pricing Proposal*

The pricing proposal should also include any additional costs or identify the type of costs that could arise due to changes CMHC may make to requirements in Appendices D and E. Any additional costs that may be charged that are not specifically identified in the Appendices must be clearly stated by the proponent.

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.

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.

CMHC will base its evaluation on the principle of best value. 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: Evaluation Table* 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 Section 3.3.2 in this RFP. A proposal must comply with all of the mandatory requirements 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.

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.

- a) Each compliant proposal will be individually evaluated by each member of the Evaluation Committee, made up of qualified personnel. Evaluators will evaluate and numerically score each proposal in accordance with the evaluation criteria for the response to Statement of Work and Implementation Plan categories as shown in Appendix B: Evaluation Table. Pricing will not be evaluated at this stage.
- b) From the compliant proposals, CMHC will shortlist a minimum of three (3) proponents with the highest total scores for the Response to Statement of Work and Implementation Plan categories (as shown in Appendix B: Evaluation Table).
- c) The shortlisted proponents will then be evaluated on their Pricing Proposal using the “% based on lowest price” approach. The lowest overall cost proposal will receive the full points (on a scale from 1 to 10) available for the financial section, while the other proposals will receive a lower score for price relative to the lowest priced proposal.
- d) Proponents that have been shortlisted will then be invited to make a presentation to CMHC. The presentation will be given an overall rating based on the application of the criteria set out in this RFP. Details will be provided to the shortlisted proponents.
- e) The presentation will be scored as a separate item and added to the shortlisted proponents' RFP points. CMHC reserves the right to request Best and Final Offers from the shortlisted proponents. The Best and Final Offer Pricing Proposal will then be scored as identified in c) above.
- f) The lead proponent will be the proponent achieving the highest overall score.

5.5 Financial Evaluation

CMHC will 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. The financial evaluation will be based on the information supplied by the proponent as per *Section 4.8* of this RFP.

5.6 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposal into the resulting 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 DRAFT SERVICES AGREEMENT

6.1 Overview of Section 6

Attached in *Appendix H: Draft Services Agreement* is a draft agreement containing terms and conditions that will form the basis of the agreement resulting from this RFP. CMHC reserves the right to add, delete or revise terms and conditions during negotiations.

Terms and conditions identified as “Mandatory” in the RFP or draft Agreement must be included in the agreement. The proponent’s proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC, also form part of the resulting contract.

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent’s proposal, agrees to be bound by the terms and conditions in the draft agreement in the event that the proponent is selected by CMHC to enter into a contract.

For the purposes of this section the term “Contractor” refers to the successful proponent with whom CMHC enters into an agreement.

7 SECTION 7 APPENDICES

7.1 APPENDIX A: Certificate of Submission

MANDATORY

_____, 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 until 01 July 2014 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 substantially 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; and
- 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.

7.2 APPENDIX B: Evaluation Table

	A WEIGHT	B POINTS	C UPSET SCORE	D SCORE
	100 Total	1 to 10		A x B
Response to Statement of Work Proponent will be evaluated on the information provided in response to the specifications listed in <i>Section 7.5: Rated Requirements</i> .	60		390	
Implementation Plan Proponent will be evaluated on the information provided in response to each of the requirements set out in <i>Section 7.6: Implementation Plan</i> .	10		65	
Pricing Proposal Proponent will be evaluated on the information provided in response to the specifications listed in <i>Section 7.7: Pricing Proposal*</i> .	30			
TOTAL	100			

* The lowest overall cost proposal will receive the full points (on a scale from 1 to 10) available, while the other proposals will receive a lower score for price relative to the lowest priced proposal.

7.3 APPENDIX C: Mandatory Compliance Checklist

- | | |
|--|--------------------------|
| <input type="checkbox"/> Submission Deadline | Section 2.3 |
| <input type="checkbox"/> Offering Period | Section 2.7 |
| <input type="checkbox"/> Response to Statement of Work | Section 4.6 |
| <input type="checkbox"/> Implementation Plan | Section 4.7 |
| <input type="checkbox"/> Pricing Proposal | Section 4.9 |
| <input type="checkbox"/> Draft Services Agreement | Section 6 |
| <input type="checkbox"/> Certificate of Submission | Section 7.1 (Appendix A) |

7.4 APPENDIX D: Mandatory Requirements

As stated in *Section 3.3.2 Mandatory Requirements*, to qualify as an eligible proponent, you must meet all the following mandatory requirements. CMHC is seeking the services of a qualified Absence and Disability Management provider to:

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.4.1	Provide adjudication services to CMHC for the duration of the STD period. Adjudication services include: <ul style="list-style-type: none"> • Evaluating the STD claim and medical information submitted by the attending physician(s); and, • Recommending the continuation or termination of STD benefits paid by CMHC, based on whether the absence is medically supported or not. 	<input type="checkbox"/> <input type="checkbox"/>	
7.4.2	Provide full case management services for STD claims. Full case management services include: evaluating, recommending, monitoring and co-ordinating all the required activities and services to support the employee’s recovery, and a healthy and timely return to work.	<input type="checkbox"/>	
7.4.3	Provide clinical case management services for STD claims, including treatment monitoring and arranging for expedited independent assessments by specialist(s), when appropriate.	<input type="checkbox"/>	
7.4.4	Provide adjudication services and full case management services for chronic/intermittent absences (outside the definition of STD).	<input type="checkbox"/>	
7.4.5	Initiate and provide proactive and early return to work co-ordination for STD claims. This includes liaising with CMHC personnel (Coordinator, Disability Case Management; HR Consultant; and supervisors), developing return to work strategies including return to work plans and the on-going monitoring of plans.	<input type="checkbox"/>	
7.4.6	Ensure the smooth transition of cases from STD to Long-Term Disability (LTD), when transfer to LTD is appropriate, by working with the LTD insurance provider.	<input type="checkbox"/>	

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.4.7	Provide ergonomic assessments, including for employees actively at work.	<input type="checkbox"/>	
7.4.8	Provide recommendations in response to an application for a Medical Pension under the CMHC Pension Plan.	<input type="checkbox"/>	
7.4.9	Provide access to a quality network of medical providers that provide independent medical examinations, ergonomic assessments and functional capacity evaluations; and are located within a radius of 100 kilometres from the CMHC Regional Business Centres (refer to <i>Table 7.9.1: Employees by Location in Appendix E: Summary of the Key Features of CMHC's AMS Program</i>). If not, please identify the limitations.	<input type="checkbox"/>	
7.4.10	Provide analysis, reports and trends in case outcomes on a regular basis (i.e. quarterly) as well as performance against agreed to targets (i.e. service level standards).	<input type="checkbox"/>	
7.4.11	At a minimum, provide services from 08:00 to 17:00 Eastern Standard Time. Please provide your hours of operation.	<input type="checkbox"/>	
7.4.12	Provide a toll-free number to all claimants. Describe which services can be accessed through this number.	<input type="checkbox"/>	
7.4.13	Ensure that all services are available in both English and French, in the language of choice of the employee. If not, please identify limitations.	<input type="checkbox"/>	
7.4.14	Ensure that all communication (i.e. documents, forms, letters) are available in both English and French, in the language of choice of the employee. If not, please identify limitations.	<input type="checkbox"/>	
7.4.15	Please confirm that CMHC will be indemnified from any clinical, professional or administrative decisions made by your organization.	<input type="checkbox"/>	

7.5 APPENDIX E: Rated Requirements

Ref	Rated Requirements	Response
	Proponent’s Qualifications	
7.5.1	A description of the firm, its age, organization chart, number of full-time employees and service specialization.	
7.5.2	References: A list of three (3) contracts of a similar size and scope which the proponent currently holds or has held over the past 24 months. For each contract, provide the following information: <ul style="list-style-type: none"> • company name and address; • client since (year) • 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.	
7.5.3	If awarded this contract, which office would provide support services?	
7.5.4	How many personnel are located in this office and what is their specific experience with the proposed work?	
	Staffing	
7.5.5	Describe the composition of the Case Management Team that would be assigned to CMHC including resumes, the use of sub-contractors (if applicable), and the roles and responsibilities within the team and their potential interactions with CMHC.	
7.5.6	Describe your training program for Case Management staff, including both initial and ongoing training. How do you ensure there is an understanding of the client’s short-term disability program, values and expectations?	

Ref	Rated Requirements	Response
7.5.7	Provide your employee turnover statistics in your Case Management Group for the last three years (2010, 2011, 2012), including your calculation methodology.	
7.5.8	Describe the composition of the Absence Management Team that would be assigned to CMHC including resumes, the use of sub-contractors (if applicable), and the roles and responsibilities within the team and their potential interactions with CMHC.	
7.5.9	Describe your training program for Absence Management staff, including both initial and ongoing training. How do you ensure there is an understanding of the client’s short-term disability program, values and expectations?	
7.5.10	Provide your employee turnover statistics in your Absence Management Group for the last three years (2010, 2011, 2012), including your calculation methodology.	
7.5.11	Describe how you select providers for IMEs (Independent Medical Examination), FCEs (Functional Capacity Evaluation), Ergonomic Assessment, etc.	
7.5.12	Further to Question 7.4.9 in the Mandatory Requirements section, describe your network of providers (e.g. physicians, physiotherapists, rehabilitation counsellors, etc.) in the locations where CMHC operates.	
7.5.13	Will you be using any subcontractor vendors to provide any of the services or products listed in the RFP?	
7.5.14	<ul style="list-style-type: none"> • If yes, provide the name of each vendor, the services that vendor will be providing and the term of the contract. 	
7.5.15	<ul style="list-style-type: none"> • If yes, do you anticipate any changes in the contract or services provided by the current subcontractor vendor? 	
7.5.16	<ul style="list-style-type: none"> • If yes, what type and amount of liability insurance do the subcontracted/third party vendors hold? 	
<p>Adjudication and case management approach and processes</p>		

Ref	Rated Requirements	Response
7.5.17 7.5.18 7.5.19	<p>Claim notification: Describe your ability to accept STD case management service referrals from the employer.</p> <ul style="list-style-type: none"> • Online form, if so, please provide screen shot • Fillable form, if so specify delivery method (fax, mail, email) • Non-fillable form, if so specify delivery method (fax, mail, email) 	
7.5.20 7.5.21 7.5.22	<p>Adjudication and advice to pay: How do you make requests for all necessary information for initial and ongoing STD adjudication and case management?</p> <ul style="list-style-type: none"> • What information do you capture? • What are your decision criteria? 	
7.5.23	Who determines the physical and cognitive limitations of an employee's illness/injury in relation to their occupation? How is this determined?	
7.5.24	Do you request the assistance or have access to Mental Health Specialists for clinical case management of all claims that have a mental health component?	
7.5.25	Describe how your process deals with <i>workplace issues</i> in your assessment.	
7.5.26	What is your approach when the claimant feels that their own doctor's opinion should be the deciding factor on whether the employee should be off work?	
7.5.27	Do you provide recommendations/advice to the employer regarding employee requests for medical accommodation in the workplace, where the employee is still working?	
7.5.28	What is your frequency for reviewing cases and the continued disability status of the claimant?	
7.5.29	Please describe your ability to monitor medical treatment and make referrals for specialist care, IMEs or diagnostic services on a timely basis.	

Ref	Rated Requirements	Response
7.5.30	How do you proceed with clinical/treatment monitoring including a description of the duration and treatment guidelines you use, if any?	
7.5.31	Can you expedite health care access and diagnostic services (e.g. MRI)?	
7.5.32	<ul style="list-style-type: none"> If so, please describe the type of services, the limitations (i.e. only available in certain locations) and your process. 	
7.5.33	Describe your approach when medical or job-related information is outstanding, including when and how you follow up.	
7.5.34	Describe your process to establish third party assessments and provide examples.	
7.5.35	Describe other innovative strategies you offer that can further support full case management services.	
7.5.36	Please describe your appeal process.	
7.5.37	Who participates in the appeal panel?	
7.5.38	How many levels of appeal do you consider?	
7.5.39	What is the timeframe for a claimant to file an appeal and subsequently receive a response to an appeal question?	
7.5.40	How do you handle STD appeals with the employee?	
7.5.41	Do you have an automated process for monitoring and tracking appeals and complaints?	
7.5.42	Do you notify the employer of your appeal decisions?	
7.5.43	Describe your services (if any) to address non-medical barriers to return to work.	
7.5.44	<ul style="list-style-type: none"> When would you initiate these services? 	
7.5.45	Describe how you are effective in ensuring speedy access to medical services to support return to work initiatives.	

Ref	Rated Requirements	Response
7.5.46	Describe how you work with the employer, employee and treating physician to facilitate an employee's early return to work, including type of contact (e.g. telephone, in-person, written).	
7.5.47	<ul style="list-style-type: none"> Please provide an explanation of all coordination and/or communication processes. 	
7.5.48	Further to Reference #7.4.5 in Section 3.3.2 Mandatory Requirements, please describe your standard approach with a mental health case.	
7.5.49	CMHC requires that return to work lead times are sufficient to ensure that a reintegration plan can be implemented by CMHC prior to the employee's return, and before the employee is notified by the AMS provider. Unless detailed in your response in Reference #7.4.5 in the Mandatory Requirements section, please describe your return to work process.	
	Transfer to LTD	
7.5.50	Describe your process to transfer STD claims to the LTD carrier for both administration and case management, including your communication strategy and work plan.	
7.5.51	Describe how this process would differ if you are also the LTD carrier.	
	Chronic/cyclical absences	
7.5.52	Explain your approach to provide full case management services for chronic/cyclical absences (outside the definition of STD).	
	Communication	
7.5.53	Describe your process to communicate STD claim decisions to all parties involved, including how and when you communicate decisions to employees and to the employer (HR Consultant, supervisors)?	

Ref	Rated Requirements	Response
7.5.54	Do you communicate with treating physicians? If so, please describe.	
7.5.55	<p>Include a sample of the following forms/documents and identify in the response column the tab number where the document is located per Section 4.1:</p> <ul style="list-style-type: none"> • Claim forms (i.e. employer, employee, doctor, return to work planning, return to work follow-up, etc) 	
7.5.56	<ul style="list-style-type: none"> • Initial claim notification 	
7.5.57	<ul style="list-style-type: none"> • Initial <i>accept/denial</i> communication to the employer 	
7.5.58	<ul style="list-style-type: none"> • Status update memorandum 	
7.5.59	<ul style="list-style-type: none"> • Any other communication (i.e. sent to employee, supervisor, HR consultant, physician, LTD service provider). 	
7.5.60	CMHC is expecting to have regularly scheduled meetings (either web, phone, or in person) to discuss and review complex files, review performance against service level standards, or discuss process improvements. What process would you recommend and who would be attending?	
7.5.61	<p>CMHC would be interested in developing or having access to online (e.g. video clip, webcast, e-brochure) educational or reference material for employees, supervisors, and managers on such topics as disability management, accommodation, or wellness.</p> <ul style="list-style-type: none"> • Describe your experience developing and/or hosting such online material. Please provide an example of your work. 	
7.5.62	<ul style="list-style-type: none"> • Describe what would be involved in accessing or in developing the online tools. 	
	Systems and reporting	
7.5.63	Briefly describe your information systems, including your case management software and reporting tools.	
7.5.64	Will CMHC have on-line access to a plan administrator site?	

Ref	Rated Requirements	Response
7.5.65	<ul style="list-style-type: none"> If so, please describe what would be available (i.e. claims data, claims status, reports, billing information) 	
7.5.66	<ul style="list-style-type: none"> If so, can reports be accessed? Describe the export and print capabilities, as well as the ability to customize reports. 	
7.5.67	<ul style="list-style-type: none"> If so, can billing information be accessed? Please provide screen shots and the export and print capabilities. 	
7.5.68	<ul style="list-style-type: none"> If so, is there both an English and French interface? 	
7.5.69	<ul style="list-style-type: none"> If so, describe other features of your system that would be useful to CMHC. 	
7.5.70	<p>Is your system able to capture and provide reporting on the following indicators: (Please respond for each item separately):</p> <ul style="list-style-type: none"> Employee ID 	
7.5.71	<ul style="list-style-type: none"> Employee date of birth (Day, Month, Year) 	
7.5.72	<ul style="list-style-type: none"> Gender 	
7.5.73	<ul style="list-style-type: none"> Job/Title 	
7.5.74	<ul style="list-style-type: none"> Date of disability (Day, Month, Year) 	
7.5.75	<ul style="list-style-type: none"> Claim number 	
7.5.76	<ul style="list-style-type: none"> First day of absence 	
7.5.77	<ul style="list-style-type: none"> Status (Active, Pending, Denied, Terminated, Returned to Work, Repeat Claimants, etc.) 	
7.5.78	<ul style="list-style-type: none"> Location/province code 	
7.5.79	<ul style="list-style-type: none"> Diagnosis (aggregate data only, with necessary confidentiality controls) 	
7.5.80	<ul style="list-style-type: none"> Date of return to work in modified or accommodated capacity 	
7.5.81	<ul style="list-style-type: none"> Date of return to regular job 	
7.5.82	<ul style="list-style-type: none"> Total days off on STD 	
7.5.83	<ul style="list-style-type: none"> Rehabilitation/modified work hours 	
7.5.84	<ul style="list-style-type: none"> Specialist/special services used 	
7.5.85	<ul style="list-style-type: none"> Date of adjudication decision 	
7.5.86	<ul style="list-style-type: none"> Date claim forms received 	

Ref	Rated Requirements	Response
7.5.87 7.5.88 7.5.89 7.5.90	<ul style="list-style-type: none"> • How often a medical questionnaire was sent to the doctor • Additional service indicators to be jointly agreed to • Costs • Others (please specify) 	
7.5.91 7.5.92 7.5.93 7.5.94	<p>Please provide the list of all available reports (usage, claims, billing, performance, etc)</p> <ul style="list-style-type: none"> • Please provide copies of all available reports • Please identify their production frequency (i.e. monthly, quarterly, annual, real-time) • Method of access (i.e. Plan Administrator Site, e-mail, paper version sent via mail) • Can the standardized reports be modified or alternatively customized reports developed to meet CMHC’s requirements? If so, please describe: <ul style="list-style-type: none"> ○ what would be involved; ○ the costs involved (also include these in the response grid in <i>Appendix G: Pricing Proposal</i>); and ○ any limitations that may restrict the production of these reports. 	
	Administration requirement	
7.5.95	Do you agree to handle/pay doctor bills for medical reports based on vendor quality standards and fees as a flow through charge to CMHC?	
7.5.96	For billing purposes, are you able to differentiate ergonomic assessments that are in support of employees actively at work versus those originating from STD or LTD claims?	
7.5.97	CMHC reserves the right to an independent annual audit by a third party selected by CMHC. Please confirm that any costs incurred by you will not be charged to CMHC.	

Ref	Rated Requirements	Response
7.5.98	Please confirm that you maintain medical records that meet all legislative record keeping requirements and ensure the security/confidentiality of employee personal and medical data.	
7.5.99	Please confirm that CMHC programs and results will not be used for any purpose, other than for the management of this account, without written consent from CMHC.	
7.5.100	<p>Ownership of all data and information remains with CMHC at all times and, in the event of termination of the agreement, all files, data, and documents will be transferred to CMHC (where applicable) or to a third party designated by CMHC. Data is to be transferred in a format that is accessible/readable by CMHC and the successor firm.</p> <ul style="list-style-type: none"> • Please confirm your agreement. 	
	Service levels	
7.5.101	Please provide a copy of your typical service level standards and your results for the most current 12 month period (i.e. initial decision turnaround time, e-mail response time, ongoing case management updates turnaround time, customer satisfaction)	
7.5.102	<p>Please confirm if you can meet or exceed the following service standard levels. If not, please elaborate.</p> <ul style="list-style-type: none"> • Contact with Employee: The Case Manager will attempt contact with employee and employer representative by telephone no later than the end of the 3rd business day following receipt of all case initiation forms to: <ul style="list-style-type: none"> ▪ Introduce the AMS provider’s role in the absence management process ▪ Discuss return to work options and general process. 	

Ref	Rated Requirements	Response
7.5.103	<ul style="list-style-type: none"> ● Timeliness of Recommendations: Upon receipt of all case initiation forms, a written recommendation will be communicated to CMHC within 3 business days. <ul style="list-style-type: none"> ▪ A recommendation is one of support, non-support, non-participation, or additional information is required to confirm absence status. ▪ The recommendation will also advise of the expected duration of the absence and the next steps to be considered by CMHC to achieve case resolution. 	
7.5.104	<ul style="list-style-type: none"> ● Case Management Intervention: Should CMHC wish to access the service provider’s resources for ongoing case management intervention, the Case Manager will advise CMHC verbally and in writing of the case management plans, any changes in the plan as well as regular progress updates. Any changes in the expected return to work date or intervention plan will be provided within 3 business days of receipt of new information. 	
7.5.105	<ul style="list-style-type: none"> ● Communication Timelines: Telephone and email enquiries will be acknowledge within 24 hours (1 business day) of the call/message. Either a full response will be provided within this time frame or an estimated date for a full response will be provided. 	
7.5.106	<ul style="list-style-type: none"> ● Return to Work: Return to Work Specialist will schedule a facilitation meeting within 3 business days of the Case Manager’s request. 	
7.5.107	<ul style="list-style-type: none"> ● Return to Work: Return to Work Specialist will submit a report to the Case Manager within 3 days of the facilitation meeting. 	
7.5.108	<ul style="list-style-type: none"> ● Timeliness of accessing specialized resources: Within 3 business days of the request, the specialist will advise the AMS service provider of the date of the scheduled appointment. 	

Ref	Rated Requirements	Response
7.5.109	<ul style="list-style-type: none"> Timeliness of accessing specialized resources: Reports will be submitted within 15 business days of an assessment or an intervention. 	
7.5.110	<ul style="list-style-type: none"> Transition to LTD: On 100% of cases of an extended duration, the Case Manager will conduct a review of the case with the LTD Case Manager, at no later than 8 weeks prior to the LTD qualifying period. The purpose of the review is to determine the steps required to prepare the case and all stakeholders for the transition, including requesting any updated information regarding the employee's employment, medical condition and salary or benefit entitlement information. 	
7.5.111	<p>Please provide your problem resolution methodology, including an organizational chart of your escalation hierarchy.</p>	
Security / privacy / confidentiality		
7.5.112	<p>Please confirm if you currently employ security systems and procedures, such as:</p> <ul style="list-style-type: none"> Firewall that filters the required protocols and supports the logging of all access attempts. 	
7.5.113	<ul style="list-style-type: none"> Web server support of SSL and the use of encryption keys that are modified every two years at a minimum. 	
7.5.114	<ul style="list-style-type: none"> Secure authentication technology (i.e. token technology or user ID and password / password life and complexity). 	
7.5.115	<p>Please confirm if you currently employ a security policy that includes:</p> <ul style="list-style-type: none"> Regular auditing of all processes and reviews of all firewall rule sets. 	
7.5.116	<ul style="list-style-type: none"> Prohibited storage, use and access to any information for any purposes other than for the original intent. 	

Ref	Rated Requirements	Response
7.5.117	<ul style="list-style-type: none"> Security screening (employees and contracts have been security screened to the level specified for their position or contract, or to the minimum required to access the system, whichever is greater). 	
7.5.118	<ul style="list-style-type: none"> Access control review (granting, modifying or revoking accesses). 	
7.5.119	<ul style="list-style-type: none"> Security incident reporting process. 	
7.5.120	<ul style="list-style-type: none"> Physical location/physical access control procedures (i.e. does the system reside in an area that meets the physical security requirements appropriate to its sensitivity level, is access to the site restricted to authorized personnel) 	
7.5.121	Indicate if there is redundancy in all systems supporting your production environment, including but not limited to:	
7.5.122	<ul style="list-style-type: none"> Backup communication lines 	
7.5.123	<ul style="list-style-type: none"> Backup application 	
7.5.124	<ul style="list-style-type: none"> Backup database 	
7.5.125	<ul style="list-style-type: none"> Backup hardware 	
7.5.126	<ul style="list-style-type: none"> Backup power supply 	
7.5.127	Indicate if you have a Disaster Recovery Facility that is separate from the primary production site to provide full backup and timely resumption of processing for critical systems.	
	Other	
7.5.128	Proponent's contingency planning. Please demonstrate that a business resumption plan is in place, including describing what protocols and processes are in place to ensure against service interruptions.	
7.5.129	CMHC's contingency planning. <ul style="list-style-type: none"> What would you do to assist CMHC manage an unexpected event that would impact the health and wellbeing of a larger than normal number of its employees. 	

Ref	Rated Requirements	Response
7.5.130	<ul style="list-style-type: none"> Please identify the threshold (i.e. # claims) that would impact your capacity to respond within the agreed to service level standard. 	
7.5.131	<p>Provide information on any other services that can be offered to CMHC which would be of assistance or valuable to the Corporation. These services should include, but not limited to, innovative strategies in early intervention such as wellness and mental health strategies, proactive disability management initiatives and healthy return to work strategies, enhanced STD communication processes/strategies that respect the values and culture at CMHC or any other services that are normally linked to the provision of disability management services.</p>	
	<p>Case Studies</p> <p>Briefly describe how your team will work with CMHC and how you will ensure that all issues are dealt with promptly to ensure a satisfactory solution is obtained for all parties for each situation below. A detailed outline of the actions that you would take needs to be provided, including any communication attempts.</p>	
7.5.132	<p>April 4, 2014 – Receive Employer Form indicating John Doe has been off sick since March 24, 2014</p> <ul style="list-style-type: none"> Please describe your actions, the method(s) used (i.e. email, letter, phone call) and the timelines. 	
	<p>April 18, 2014 – Receive Employee Form</p> <ul style="list-style-type: none"> Please describe your actions, the method(s) used (i.e. email, letter, phone call) and the timelines. 	
	<p>May 9, 2014 – Receive Physician Form (with missing medical information)</p> <ul style="list-style-type: none"> Please describe your actions, the method(s) used (i.e. email, letter, phone call) and the timelines. 	

Ref	Rated Requirements	Response
	<p>May 20, 2014 – Receive updated medical evidence. The return to work prognosis is 2 weeks longer than the normal expected recovery period for this illness (according to the diagnosis guidelines at your disposal). No complications have been outlined.</p> <ul style="list-style-type: none"> • Please describe your actions, the method(s) used (i.e. email, letter, phone call) and the timelines. 	
7.5.133	<p>The Employee, Employer and Attending Physician forms are received and complete. There is a clear diagnosis but there is also mention of workplace issues being a contributing factor to the absence.</p> <p>Situation A: The employer advises you that the employee called in sick the day after a performance meeting where the employee was told that he did not meet the performance expectations, and will therefore not receive a performance bonus.</p> <ul style="list-style-type: none"> • Please describe your actions, the method(s) used (i.e. email, letter, phone call) and the timelines. 	
	<p>Situation B: The employer advises you there is a conflict in the workplace between the employee and his supervisor. The employee feels they are being micro-managed.</p> <ul style="list-style-type: none"> • Please describe your actions, the method(s) used (i.e. email, letter, phone call) and the timelines. 	

7.6 APPENDIX F: Implementation Plan

As stated in *Section 4.7 Implementation Plan*, please describe your recommended approach by completing the following table:

Ref	Implementation Plan	Response
7.6.1	Project Deadline. Will you be able to implement full services and operate at launch date on 01 July 2014?	
7.6.2	Project Management Approach. The proponent shall describe its project management approach and the project management organizational structure, including reporting levels and lines of authority.	
7.6.3	Work Schedule. The proponent shall provide a proposed project plan for the implementation phase, and describe the method used to ensure compliance with the work schedule.	
7.6.4	Working Relationship with CMHC. The proponent shall describe and explain: <ul style="list-style-type: none"> <li data-bbox="301 865 1077 933">• how many different contacts will be directly involved with CMHC staff. <li data-bbox="301 933 1077 1002">• how issues and problems that may arise will be resolved. <li data-bbox="301 1002 1077 1122">• if case management staff will be available for meetings at the client’s location and/or telephone conferences as part of the implementation process. 	
7.6.5		
7.6.6		
7.6.7	Quality Control. The proponent shall describe its approach to quality control including: <ul style="list-style-type: none"> <li data-bbox="301 1190 1077 1258">• details of the methods used in ensuring the quality of the work. <li data-bbox="301 1258 1077 1347">• response mechanisms in the case of errors, omissions, delays, etc. 	
7.6.8		

Ref	Implementation Plan	Response
7.6.9	Status Reporting to CMHC. The proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.	
7.6.10	Launch. Please describe your proposed communication strategy for CMHC (i.e. documented procedures/guidelines, resource materials such as brochures).	

7.7 APPENDIX G: Pricing Proposal

Chart 7.7.1: STD Adjudication and Case Management Fees

All prices are to be quoted in Canadian dollars and are to be exclusive of taxes. The second column (#) in the following table refers to the questions identified in Appendices D and E.

Ref	#	Services	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
A	7.4.1	List the typical adjudication costs.	Per claim				
B	7.4.2	List the typical full case management costs. Please ensure that you identify professional medical consultation costs, and identify if they are internally (on staff) or externally sourced.	Per claim				
C	7.4.3	List the typical clinical case management costs.	Per claim				
D	7.4.4	List the typical costs related to adjudication and case management services for chronic/intermittent absences (outside the definition of STD).	Per claim				
E	7.4.5	List the typical fees related to rehabilitation services.	Per case				
F	7.4.6	List the typical costs involved to transition a case from STD to LTD	Per case				
G	7.4.7	Identify the typical Ergonomic Assessment costs.	Per assessment				
H	7.4.8	List the typical costs involved to respond to a request for a Medical Pension.	Per case				

Ref	#	Services	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
I	7.4.10	List the typical fees involved to produce the quarterly/annual reports.	Quarterly Results				
			Annual Results				
J	7.5.27	List the typical fees to provide advice/recommendations to CMHC regarding employee requests for medical accommodation in the workplace, where the employee is still working.	Per case				
K		Identify any other type of adjudication and/or case management costs that may arise.	Per case				
L		List the typical costs involved in the appeal process.	Per appeal				
M	7.5.43	Identify the costs of the services you identified in 7.5.43 to address non-medical barriers to return to work.	Per exam				

Total Annual Cost

Chart 7.7.2: Estimated Flow Through Costs

All prices are to be quoted in Canadian dollars and are to be exclusive of taxes.

(Please include your estimate of medical report costs)

Ref	Service or Expenses	Fee Basis Unit	Cost Per Unit	Estimated Number of Units	Annual Cost (Excluding GST)	Notes
A	Please specify					
B	Please specify					
C	Please specify					
D	Please specify					
Total Annual Cost						

Chart 7.7.3: Other Costs or Expenses

All prices are to be quoted in Canadian dollars and are to be exclusive of taxes. The second column (#) in the following table refers to the questions identified in the Statement of Work Section.

Please identify and describe all implementation costs (by units where applicable), including any assumptions used.

Ref	#	Services	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
A	7.4.14	List the costs that would be to ensure that all communication or documentation sent to employees is available in both English and French.					
B	7.5.13-16	Based on your response to Questions 7.5.13-16, please identify if there are any additional costs involved in services delivered by the subcontractors.					

Ref	#	Services	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
C	7.5.24	Based on your response to Question 7.5.24, please identify the costs that would apply.					
D	7.5.31	Based on your response to Question 7.5.31, please identify the costs that would apply.					
E	7.5.35	List the typical costs for the services you identified in your response to Question 7.5.35.					
F	7.5.62	Based on your response to Question 7.5.62, please identify if there are costs involved.					
G	7.5.64-69	Based on your response to Question 7.5.64-69, if there is a plan administration site that enables CMHC to access data, bills and reports online please identify any additional costs for this service.					
H	7.5.92-94	Based on your response to Questions 7.5.92-94, please identify any costs related to sending the reports.					
I	7.5.94	Identify the costs to customize reports to meet CMHC's requirements.					
J	7.5.95	Based on your response to Question 7.5.95, please identify if the cost of the medical reports will be strictly flow through costs or if there will be additional handling fees. If so, please identify these fees.					

Ref	#	Services	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
K	7.5.129	Based on your response to Question 7.5.129, please list any costs or fees that might be involved.					
L	7.5.131	Based on your response to Question 7.5.131, please list the typical costs.					
Total of Other Annual Costs and Expenses							

Chart 7.7.4: Implementation Services for Each Service Option (One-Time Costs)

All prices are to be quoted in Canadian dollars and are to be exclusive of taxes. Where applicable, the second column (#) in the following table refers to the questions identified in *Appendices D and E*.

Further to your response to Section 4.7 in *Appendix F*, please identify and describe all implementation costs (by units where applicable), including any assumptions used.

Ref	#	Services or Expenses	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
A		Typically, what would be the costs to develop on-line material (e.g. video clip, webcast, e-brochure) to provide employees, supervisors, managers with educational or reference material on such topics as disability management, accommodation, wellness.					
B	7.5.102	Based on your response to Question 7.5.101, please identify any additional costs that might be involved in the event of a transfer to another service provider.					
C		Other, please specify					
D		Other, please specify					
E		Other, please specify					
F		Other, please specify					
G		Other, please specify					

2.2 Renewal

This Agreement may be renewed, at the sole discretion of CMHC, for three (2) additional one-year periods, not to exceed a cumulative total of five (5) years, including the initial Term. At least 90 days prior to the end of the Term or renewal term, the Contractor shall send a letter indicating the Contractor's desire to renew for an additional one-year term. CMHC shall, within thirty (30) days after receiving the Contractor's letter, advise the Contractor in writing of CMHC's decision to either renew the Agreement or to allow it to expire.

2.3 Termination

No fault termination

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

Termination for Default of Contractor

CMHC may, by giving 10 days prior written notice to the Contractor, terminate this Agreement without penalty or charge for any of the following reasons:

1. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
3. There is a change in control of the Contractor 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 Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Agreement; or
4. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, 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 Contractor.

CMHC may terminate this Agreement without notice if the Contractor commits gross misconduct, fraud or other unlawful acts.

CMHC's Obligations upon Termination

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, such value to be determined in accordance with the rate(s) specified in the Agreement. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

Contractor's Obligations upon Termination

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and forward it to CMHC. The Contractor shall provide CMHC with reasonable transitional assistance at the rates specified in the Agreement, or if no rates are specified at the contractor's standard rates.

2.4 Termination Assistance

Commencing six (6) months prior to expiration of the Term or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement, the Contractor shall provide CMHC with reasonable termination assistance as 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.

Article 3.0 – Financial

- 3.1** In consideration of the performance of the services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$ _____ for Services provided during the initial term of the Agreement. Pricing increases may be negotiated for each successive renewal term where applicable.
- 3.2** The amount payable to the Contractor by CMHC pursuant to article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.
- 3.3** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the

Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

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 Contractor 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 amounts payable to the Contractor, 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 Contractor 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 Contractor, 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 Contractor so that the net amount received by the Contractor after such withholdings will not be less than the amount the Contractor would have received had such withholding taxes not been withheld.

3.4 Invoicing

The Contractor shall submit detailed invoices to CMHC at regular intervals during the Term, and at least on a quarterly basis, describing the Services provided during the period covered by the invoice. The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Services.

All invoices must make reference to this Agreement by quoting CMHC file number 201302814.

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the services were performed in accordance with the terms and conditions of the Agreement. In the event that the services do not meet the

standards set out in the Agreement, CMHC may take such action as reasonably necessary to correct the Contractor's default, including, without limitation, the following:

- a) directing the Contractor to redo the work that was not completed in accordance with the Agreement;
- b) withholding payment;
- c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor;
- d) terminating the Agreement for default.

3.5.1 Method of Payment

All payments due under the Agreement will be made by means of Electronic Funds Transfer ("EFT"). The Contractor is responsible for providing CMHC with all the information set out in section 3.5.2 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Agreement agrees to accept payment by cheque or another mutually agreeable method of payment.

3.5.2 Direct Deposit and Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments 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 CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor is required to complete and sign a *Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085)* prior to commencement of the Term. Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.6 Audit

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. The Contractor 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 Contractor agrees to provide CMHC'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 CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

All material, reports and other work product produced under the Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Contractor warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright. Upon the material coming into existence, the Contractor hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

Nothing in this Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all personal information, whether or not it is marked as confidential.

4.2. Confidentiality and Non-Disclosure of CMHC Information MANDATORY

In this section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information, that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, however the information is obtained. Without limiting the generality of the foregoing, CMHC Information includes data in any format and information obtained directly or indirectly by the Contractor.

The Contractor understands the sensitive nature of CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC. The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement.

In the event that a breach of confidentiality occurs, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.

Where the Services are sensitive in nature, CMHC may require that the Contractor provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

The Contractor further acknowledges and understands that CMHC considers all CMHC information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.

Any documents provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

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 other information by physical or electronic means. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, or other competent authority, the Contractor shall notify CMHC promptly after discovering the potential of disclosure of CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Contractor also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, take all reasonable steps to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

4.3. Contractor's Indemnification

The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the Services. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor. The Contractor 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 Contractor.

CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence.

4.4. Independent Contractor

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of the Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel who are employed by the Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

4.5. Contractor's Authority

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.

4.6. Corporation Identification

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

4.7. Conflict of Interest

MANDATORY

The Contractor and its principals, employees, agents and subcontractors shall avoid any real, potential or apparent conflict of interest during the Term and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The Contractor shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Contractor's duties to that third party and the Contractor's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All work product that has 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.

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

4.8. Insurance

a) Commercial General Liability Insurance

The Contractor will provide and maintain Commercial General Liability insurance for a limit of not less than \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- products and/or completed operations
- broad form property damage
- cross liability including severability of interest
- personal injury: including but not limited to defamation including libel/slander, false arrest, wrongful detention or imprisonment, malicious prosecution, invasion of privacy or wrongful entry or eviction
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- contractor's 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) Professional Liability

The Contractor will provide and maintain Professional Liability insurance for a limit of not less than \$5,000,000. The policy will provide 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Contractor's employees and Contractor's contract employees (if applicable) as named insured.

c) Network Security and Privacy Liability Including Notification Costs

The Contractor will provide and maintain Network Security Liability and Privacy Liability including notification costs for a limit of not less than \$5,000,000 and for a duration of a minimum of **one (1) year** following the completion of the work. The policy will provide 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to including Contractor's employees and Contractor's contract employees (if applicable) as named insured.

The Contractor will provide a Certificate of Insurance in the name of Canada Mortgage and Housing Corporation 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.

4.9. No Limitation

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.

4.10. Non-Compliance

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, CMHC may take such actions and incur such costs as are reasonably required to implement its direction including, without limitation, the engagement of another contractor and withholding of payment due to the Contractor for Services rendered, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

4.11. Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under the Agreement, CMHC may secure the services of other qualified Contractors to perform the Services without further compensation or obligation to the Contractor.

4.12. Non-Waiver

Failure by either party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

4.13. Laws Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable. The parties attorn to the jurisdiction of the Federal Court or the courts of the Province of Ontario as appropriate in the circumstances.

The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the services or the performance of the Agreement.

4.14. Official Languages

MANDATORY

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board Policies. The Contractor agrees to take any measures necessary to ensure compliance with the *Act* and those policies. When providing services to or communicating with CMHC employees, in person, over the phone or in writing (including electronic correspondence), the Contractor must actively offer bilingual services in and indicate clearly by verbal and/or visual means that employees can communicate with and obtain available services in either English or French. The Contractor must also ensure that there is sufficient capacity to provide services that are comparable in terms of quality and timeliness in both official languages.

4.15. Access to CMHC Property

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

4.16. Suspension of Services 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 Contractor. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Section 3.1 shall be adjusted accordingly, provided that the Contractor 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.

4.17. 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.

4.18. Assignment of the Agreement

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which may be withheld for any reason.

It is understood and agreed that the Contractor may engage other entities to assist with the Contractor in providing of the Services, provided that the Contractor shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

4.19. Closure of CMHC Offices or Suspension of Operations

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the Contractor may be suspended or modified. Where the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement and is unable to mitigate its losses due to such obligations, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

4.20. Severability

If any part of the Agreement is determined to be unenforceable by a competent authority, it may be severed from the Agreement so as to preserve the intentions of the Parties to the extent possible.

4.21. Scope of Agreement

This Agreement contains all of the agreements of the Parties 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 and signed by both Parties. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.22. Binding

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

Article 5.0 - Agreement Administration

5.1 Agreement Administrator

Each Party shall assign an agreement administrator that will be responsible for overseeing the Agreement. The individuals named in section 5.2 are the initial agreement administrators.

The Parties shall notify the other in writing in the event that the agreement administrator is changed. CMHC will notify the Contractor in writing of the names of any CMHC representatives who are authorized to assign jobs and approve payments with respect to the work carried out under this Agreement.

5.2 Notices

All invoices and notices issued under the Agreement shall be in writing and shall be forwarded via mail, courier or e-mail:

To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name.

Title .

Room.

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone:

Email:

To the Contractor at the following address:

Phone:

Fax:

E-mail:

Article 6.0 - Documents comprising the Agreement

6.1 The documents which comprise the entire agreement between the Parties with respect to this matter consist of the following:

- (a) This form of Agreement as executed _____;
- (b) CMHC's Request for Proposal dated 12 August 2013;
- (c) The Contractor'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 documents comprising the Agreement 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 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 executed by duly authorized officers of the Parties as follows:

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

Date: _____

Date: _____

SCHEDULE "A"

TERMS OF REFERENCE

Intentionally Left Blank

- 1. Statement of Work**
- 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 (his, her) obligations under this Agreement, the Contractor will be paid in accordance with the following schedule:

Intentionally Left Blank

1. Upon the contractor having completed _____ and upon submission and acceptance to the full satisfaction of CMHC of _____ by _____ \$_____.

The following appendices will be provided following receipt of the signed Confidentiality and Non-disclosure Agreement from the proponent:

7.9 APPENDIX I: Summary of the Key Features of CMCH's AMS Program

7.10 APPENDIX J: Short-Term Disability Leave Policy

7.11 APPENDIX K: Wellness Flex Credit Policy

7.12 APPENDIX L: Attendance Management Guide for Supervisors