



REQUEST FOR PROPOSAL

FOR

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Date issued: *September 16, 2013*

Solicitation File # :
201302624

Contracting Authority:
*Canada Mortgage and Housing
Corporation (CMHC)*

Solicitation Closes: *October 11, 2013
at 2:00 pm*

Originating Department:
Human Resources
Canada Mortgage and Housing
Corporation

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Ce document est disponible en français sur demande

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

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

1.2 Introduction and Scope

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of providing counselling services, known as an Employee Assistance Program (EAP). The tentative start date for this contract is March 3, 2014, with an initial term of three (3) years, with two (2) optional, one (1) year extensions, not to exceed a cumulative total of five (5) years.

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

1.4 Purpose of Request for Proposal

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

1.4.1 Service Providers

CMHC’s contracting and procurement activities are decentralized among CMHC’s National Office in Ottawa and its five 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 may be changed by CMHC at its sole discretion and shall not become conditions of any contract which may be entered into by CMHC and the selected proponent.

Date	Activities
September 16, 2013	Request for Proposal issued
October 4, 2013	Deadline to submit questions or receive answers
October 11, 2013	Submission Deadline
October 17-25, 2013	Evaluation and selection of short-listed proponents
Nov. 4-8, 2013	Conduct interviews with short-listed proponent(s)
Nov.11 to Dec.6, 2013	Selection of lead proponent(s)
Dec.16, 2013	Announcement of successful proponent
End of Jan – Feb. 2014	Debriefing to unsuccessful proponent(s) as requested
March 3, 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. A mandatory is one that requires substantial compliance by proponents as assessed by CMHC in its sole and absolute discretion.

Mandatory requirements are identified in:

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

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

1.7 Procurement Policy Re: The Environment

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

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 #201302624* to the name and address provided in Section 2.4.

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

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

1.9 Income Tax Reporting Requirement

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

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.

Proponents must submit a signed Certificate of Submission as part of their proposal. 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 exact specified proposal delivery address is the sole responsibility of the proponent. All risks and consequences of incorrect delivery of proposals are the responsibility of the proponent. CMHC will not assume or have transferred to it those responsibilities. Proposals may be submitted in English or in French.

Submission Deadline

MANDATORY

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

2:00 p.m. local Ottawa time, on October 11, 2013

Delivery instructions

Number of copies	One (1) signed original and four (4) copies of the complete proposal are to be submitted.
Packaging Instructions and Address for Delivery	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:

C1 Guard Station Canada Mortgage and Housing Corporation 1st Floor, "C" Building 700 Montreal Road Ottawa, Ontario K1A 0P7 PROPOSAL CALL: RFP for <i>Employee Assistance</i> <i>Program file #201302624</i>
--

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

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

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.

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. CMHC cannot guarantee a reply to inquiries received less than **seven (7) calendar days** prior to the closing date.

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 for one hundred and sixty (160) days.

2.8 Changes to Submission

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

2.9 Multiple Proposals

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

2.10 Acceptable Alternative

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

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

2.11 Liability for Errors

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is provided on an “as is” basis. 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 upon submission 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

- (a) The Contractor and its principals, employees and agents shall avoid any conflict of interest during this procurement process and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the proposal from consideration. Upon such termination, CMHC shall have no further obligation of any nature or kind to the Contractor.
- (c) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office

Holders (2012) in order to derive a direct benefit from any contract which may arise from this request for proposal.

2.18 Declaration re: Bid Rigging and Collusion

In submitting its proposal, the proponent certifies that:

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

2.19 Security Clearance

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

2.20 Shortlist

The evaluation procedure may include a shortlist based on the stated criteria. The shortlisted proponents may be asked to prepare a presentation, supply demonstration equipment or provide additional information prior to the final selection. CMHC reserves the right to supply more information to those bidders 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 submitted in response to this RFP will be the sole property of CMHC. The Contractor warrants that the Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this RFP and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein.

2.23 Non-Disclosure of CMHC Information

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

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

The Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. Only CMHC Information that is relevant to the RFP process may be disclosed to representatives of the Contractor. The Contractor shall restrict access to CMHC Information to those persons who have a need to know this information in order to participate in this RFP process.

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, person or body, the Contractor shall notify CMHC promptly after discovering the potential of disclosure of the 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, do all things possible to prevent access to CMHC Information.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

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

3.2 Mandatory Requirements

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

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

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

3.3 Statement of Work

3.3.1 Historical perspective

On 1 April, 1989, a voluntary and confidential Employee Assistance Program (EAP) was made available to all CMHC employees, their spouses and eligible dependants. In early 1990, the contract was extended to include all CMHC retirees, their spouses and dependents. (Hereinafter all users of the program are referred to as “participants”).

The Corporation covers the cost of the program except when participants are referred to external agencies. The prime objective of the EAP is to provide confidential, short-term counselling. Participants are entitled to as many counselling sessions as required to help overcome difficult personal or professional situations, before they lead to more serious difficulties.

Participants are able to reach the program 24 hours a day, 7 days a week and 365 days per year and speak with an individual in the official language of their choice. Appointments are generally provided within 48-72 hours of the initial call. In the event that the matter is of an urgent nature, an appointment is provided as soon as possible, often within 24 hours. Counselling can also be provided over the phone.

Since early 1994, the Employee Relations Office has overseen the program.

In mid 2001, CMHC enhanced the scope of services offered through the EAP to include many work-life services; these elements are in addition to the mainstream counselling component of the program.

3.3.2 Current program utilization

Short-term counselling

The eight (8) main counselling service categories, along with the 2012 utilization rates (calculated as the number of unique cases divided by the total number of cases), are listed below:

Category	# Unique Cases	Rate
Psychological Related	91	35.2%
Marital/Relationship	76	29.3%
Family	48	18.5%
Work Related	24	9.3%
Other Addictive Disorder	8	3.1%
Health	5	1.9%
Social Related	5	1.9%
Crisis/Trauma	2	0.8%
Total	259	100%

Extended/Work-Life Services

The following table lists the three (3) main extended/work-life services categories and the four (4) Life Balance Solutions sub-categories, along with the 2012 utilization rates (calculated as the number of unique cases divided by the total number of cases):

Category	# Unique Cases	Rate
Life Balance Solutions	87	62.6%
• Legal Related	63	45.3%
• Financial Related	11	7.9%
• Childcare and Parenting	10	7.2%
• Elder and Family Care	3	2.2%
Career Counselling	27	19.4%
Health Coaching	25	18.0%
Total	139	100%

3.3.3 Overview of Services

Short-term counselling

The Corporation is seeking a service provider to provide a full range of confidential, solution-focused counselling services, in person (at a location other than the workplace), over the telephone and on-line, to its participants across Canada. The Proponent must provide services of equal quality in both English and French.

The Proponent will provide short-term counselling services to participants which address a range of personal problems that can affect productivity on the job, as well as their general well-being, if they are not attended to. Problems handled by the EAP will include but will not be limited to:

- Personal and emotional upsets;
- Marital, family and relationship concerns;
- Work, vocational and career related issues;
- Substance abuse problems (including Adult Children of Alcoholics);
- Addictions, including gambling;
- Trouble relationships (work and personal); and
- Stress (including job-related).

The Proponent will also provide counselling to:

- Human Resources representatives wishing to consult about assisting managers and employees facing difficult situations in the work environment;
- Managers/Supervisors wishing to consult about difficult situations related to their professional environment;
- Employees whose employment with CMHC will be terminated or has been terminated and who would like assistance with the transition to new employment (e.g. resume and interview preparation, etc.);
- Employees facing work related issues such as conflict situations, cultural and diversity related issues;
- Employees who are returning to work from a long absence, and/or their work colleagues (particularly in cases where work related issues are present);
- A group of individuals or members of the same family wishing to meet with a counsellor to discuss a common issue;
- Other groups, as appropriate.

Counselling services over the telephone through a 1-800 line must be accessible to participants on a 24 hours a day, 7 days a week, 365 days a year basis. Calls must be answered directly and an appointment with a counsellor/affiliate counsellor will be scheduled within 48-72 hours in normal circumstances or for the same day, if necessary, (i.e. in emergency situations). In-person appointments for CMHC participants will not be scheduled back-to-back in order to maintain confidentiality.

The counsellors must be qualified and experienced professionals, able to handle a broad range of issues, without, in most cases, subsequent referral to other specialists. The counsellor assigned to the participant should be the counsellor who remains with the individual, unless otherwise requested by the participant, to avoid repeating the information twice and maintain efficiency.

The proponent will provide access services in the same communities as where CMHC offices are located.

OFFICES	# OF EMPLOYEES (Contract and Regular) as at July 31, 2013.
Atlantic Region	
Halifax	83
Fredericton	12
Charlottetown	7
St. John's	4
Moncton	7
Québec Region	
Montréal	224
Chicoutimi	1
Sherbrooke	1
Gatineau	1
Québec	34
Ontario Region	
Toronto	248
Hamilton	10
London	10
Thunder Bay	7
Sudbury	11
Prairies and Territories Region	
Calgary	108
Edmonton	21
Regina	3
Winnipeg	15
Yellowknife	1
Saskatoon	17
Whitehorse	2
Iqaluit	1
British Columbia Region	
Vancouver	121
Granville Island - Vancouver	58
Victoria	2
Prince George	1
National Office	
Ottawa	926
Grand Total	1927

Gender Demographics
(as of July 31, 2013)

	Female	Male	Total
National Office (Ottawa)			
Regular	497	341	838
Contract	59	29	88
Atlantic Region			
Regular	59	39	98
Contract	5	1	6
Québec Region			
Regular	141	94	235
Contract	17	9	26
Ontario Region			
Regular	164	106	270
Contract	8	8	16
Prairies and Territories Region			
Regular	101	56	157
Contract	9	2	11
British Columbia Region			
Regular	91	73	164
Contract	15	3	18
Grand Total	1166	761	1927

Age Demographics
(as of July 31, 2013)

	Less than 25	25-29	30-34	35-39	40-44	45-49	50-54	55 and over
National Office (Ottawa)								
Regular	3	31	78	104	151	147	181	143
Contract	21	18	11	7	4	11	7	9
Atlantic Region								
Regular	0	2	19	16	19	13	14	15
Contract	2	0	1	1	2	0	0	0
Québec Region								
Regular	0	6	37	33	33	36	56	34
Contract	5	7	2	5	1	1	1	4
Ontario Region								
Regular	0	9	20	45	58	55	32	51
Contract	0	3	3	5	1	1	2	1

	Less than 25	25-29	30-34	35-39	40-44	45-49	50-54	55 and over
Prairies and Territories Region								
Regular	1	10	18	35	23	20	21	29
Contract	2	2	0	0	2	4	0	1
British Columbia Region								
Regular	0	2	15	19	23	17	36	52
Contract	6	3	1	1	2	4	1	0
Grand Total	40	93	205	271	319	309	351	339

Extended/Work-Life Services

The Proponent will also provide work-life balance services such as:

- Support related to child/youth/elder care
- Financial referrals
- Legal referrals
- Career counselling
- Personal health and well-being

Evaluation of Services

Participants who use the counselling services will be surveyed by the Proponent, in an anonymous and confidential manner, at the completion of each case. The format of this survey is to be agreed upon by the Proponent and CMHC, to determine the participants' perceptions of the nature of the problem, the degree of helpfulness provided and overall client satisfaction. The results of this feedback must be provided to CMHC on a quarterly basis for the first year of the contract and semi-annually thereafter.

On-line Resources

The proponent will provide CMHC participants access to their website, including any services, articles, information, materials and resources that would be available on-line.

Unforeseen Events

The Proponent will, at CMHC's request, have a counsellor sent to a CMHC office in situations of unforeseen circumstances (e.g. workplace interventions) or situations requiring immediate attention (e.g. work force reduction).

Critical Incident/Trauma Response Services

The Proponent will provide, at CMHC's request, Critical Incident/Trauma Response sessions or other related services in response to, for example, critical incidents of violence, workplace accidents, deaths, etc. involving the Corporation's employees.

Information Sessions and Educational Seminars and Materials

The Proponent will provide, at CMHC's request, information sessions to employees and managers.

The Proponent will also provide, at CMHC's request, educational seminars on topics which emphasize health and wellness such as coping with, and managing, mental health, stress management, pre-retirement planning, parenting, nutrition, fitness, aging, etc.

Topical newsletters, articles or others should also be made available by the Proponent.

Account Management and Reporting

The Proponent will assign a bilingual Program Manager who will liaise regularly with CMHC's Employee Relations Office representative and who will oversee the planning, implementation, marketing, ongoing operations and evaluation of the EAP on a national basis.

The Proponent will also provide bilingual quarterly statistical reports and an annual report (corporate and regional) describing such items as utilization rates, problem categories, per case interview count, referral rate, etc. The Proponent's designated Program Manager will help CMHC to analyse their reports, comment on utilization, and answer any inquiries.

3.3.4 Mandatory requirements

MANDATORY

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.

3.3.5 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 unnecessary 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 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	Certificate of Submission
5.	Appendix D (completed)	Section 4.6	Response to the Statement of Work
6.	Appendix E (completed)	Section 4.6	Response to the Statement of Work
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
10.	Proposed Contract	Section 4.10	Response to Section 6, Proposed Contract

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.
- (d) The locations of primary and all other offices that would be servicing the contract.

4.4 Table of Contents

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

4.5 Executive Summary

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

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

4.6 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 3.3.3 and 3.3.4*.

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

MANDATORY

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. Proponents must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years. Proponents 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 the financial statements are not audited, CMHC will only accept them if they are accompanied by a signed review engagement report for each year. A complete set of financial statements consists of all the following items:

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

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form as indicated above for 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*.

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

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

The proponent must submit a fixed (firm) price. In addition, the proponent must submit pricing information that indicates how the fixed price was calculated, referencing the following five categories:

- 1) **Service Level Costs** (*Appendix G, Chart 7.7.1*). The proponent is to provide the costs of providing counselling services based on three levels of service (based on the number of sessions per presenting issue). Costs provided in this section will be included in the total fixed (firm) price. The cost of each level of service in this section will be added independently to the subsequent three categories noted below, providing three total fixed (firm) pricing options.

- 2) **Implementation/Start Up Costs** (*Appendix G, Chart 7.7.2*). These are any one-time costs, if any, associated with starting up and implementing the program. Costs provided in this section will be included in the total fixed (firm) price.
- 3) **Additional Recurring Services Costs** (*Appendix G, Chart 7.7.3*). These are costs, other than the Service Level Costs, that may be incurred over the duration of the contract. Costs provided in this section will be included in the total fixed (firm) price.
- 4) **Discretionary Costs** (*Appendix G, Chart 7.7.4*). These are costs that would be incurred following a specific request from CMHC to receive these services. Costs provided in this section will be included in the total fixed (firm) price.
- 5) **Other Services and Costs** (*Appendix G, Chart 7.7.5*). These are costs for providing additional available services not previously addressed, as detailed within the table. **Costs provided in this section are for information purposes only and will not be included in the total fixed (firm) price.**

Assumptions:

When completing the pricing tables, please use the following assumptions:

- Number of participants: close to 2000
- Utilization rate: 15%

When completing the tables, please include as much detail as possible, including assumptions made in determining cost amounts for each line item. If a particular line item does not apply, or if a line item cost is included in the total of another line item please indicate as such. If necessary, provide additional backup information (i.e. supplemental documents).

As stated above, the cost of each Service Level from *Appendix G, Chart 7.7.1* will be added to the totals of *Appendix G, Chart 7.7.2, 3 and 4* and will be considered the proponent's total fixed (firm) prices (three in total). *Appendix G, Chart 7.7.5* is to be provided as supplemental information and will not form part of the total price.

Submit all costs related to providing the products and/or services being proposed including unit prices and related conditions of sale or contract.

Any additional fees or prices, including those associated with delivery, installation, removal and return charges must be included in the proposal. CMHC will not pay any costs that are not clearly identified.

Reminder to Proponents: Include the pricing portion in a separate sealed envelope, as part of your submission.

4.10 Response to Section 6, Proposed Contract

If there are any **non-mandatory** clauses in Section 6 with which you do not agree, provide an explanation as to the reason(s) for your disagreement, and suggest a replacement clause(s) for consideration by CMHC. CMHC will interpret a Proponent's omission of a response to subsection 4.12 as the Proponent's acceptance, **without alteration**, of Section 6's proposed terms and conditions.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

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

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

CMHC reserves the right to accept an alternate proposal included in any proponent's response.

CMHC shall conduct the RFP process in a visibly fair manner and will treat all proponents equitably. To this end, it has established objective RFP standards and evaluation criteria which will be applied uniformly to all proponents. No proponent shall have any cause of action against CMHC arising out of a failure to award 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 is not entitled to be compensated for costs associated with the preparation of its proposal and, in no event will it 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.

5.3 Evaluation Table

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

5.4 Evaluation Methodology

Each proposal will be examined to determine compliance with each mandatory requirement identified in Section 3.3.3 of this RFP. A proposal must comply with all of the mandatory requirements in order to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

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

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

Proposals will be evaluated using the following methodology:

- a) Each proponent that meets the minimum upset score in each category (as shown in *Appendix B: Evaluation Table*) shall then be evaluated 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;
- b) CMHC will shortlist a minimum of three (3) proponents with the highest scores and invite them to make a presentation of their services.

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 a contractual agreement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at an agreement with one or more parties.

After identifying one or more lead proponents, CMHC will enter into discussions with the lead proponent for the purpose of finalizing an agreement. If at any time CMHC decides that the lead proponent cannot satisfy CMHC’s requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will re-start the process with the secondary proponent and so on.

Announcement of the successful proponent will be made to all proponents following the signing of an agreement.

6 SECTION 6 PROPOSED CONTRACT

6.1 Overview of Section 6

As per 6.3 below, attached as *Appendix H* is a proposed draft contract. It is intended that the terms and conditions in this draft contract will be incorporated into any contract resulting from this RFP. CMHC reserves the right to modify or add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

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

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

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

Mandatory Contract Terms and Conditions

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

6.2 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFP and is attached as *Appendix H: Proposed Contract*.

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 for one hundred and sixty (160) days as specified in section 2 of the RFP;
- III. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- IV. represents and warrants that in submitting the proposal or performing the Contract, there is no actual or perceived conflict of interest;
- V. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VI. certifies that this proposal was independently arrived at, without collusion;
- VII. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract;
- VIII. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- IX. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- X. agrees to comply with all of the section 6.0 contract MANDATORY clauses in an unaltered form as stated;
- XI. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XII. agrees that, in the event of acceptance of this proposal, it will enter Contract negotiations in accordance with the RFP, and upon entry into a Contract with CMHC, it will commit to providing the full scope of services identified in the Contract.
- XIII. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XIV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

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

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

Corporation/Individual:

 Signature of Signing Authority

 Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

7.2 APPENDIX B: Evaluation Table

I would like to discuss this area with you please

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 126 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<i>Response to Statement of Work</i> Proponent evaluated on the information provided in response to the specifications listed in <i>Section 7.5: Rated Requirements</i>	78		507	
<i>Implementation Plan</i> Proponent evaluated on the information provided in response to the specifications listed in <i>Section 7.6: Implementation Plan</i>	18		117	
<i>Pricing Proposal</i> Proponent evaluated on the information provided in response to the specifications listed in <i>Section 7.7: Pricing Proposal*</i>	30		N/A	
TOTAL	126			

*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"/> | Financial Information | Section 4.8 |
| <input type="checkbox"/> | Pricing Proposal | Section 4.10 |
| <input type="checkbox"/> | Proposed Contract | Section 6 |
| <input type="checkbox"/> | 7.1 Certificate of Submission | (Section 7 Appendices,
Appendix A) |

7.4 APPENDIX D: Mandatory Requirements

As stated in *Section 3.3.4 Mandatory Requirements*, to qualify as an eligible proponent, you must meet all the following mandatory requirements. CMHC is seeking the services of a qualified Employee Assistance program provider to:

Ref	Mandatory Requirements	Yes <input checked="" type="checkbox"/>	Additional Comments
7.4.1	Counselling services as well as Extended/Work life services as described in Section 3.3.2 must be available to employees and retirees, as well as their spouse and dependants.	<input type="checkbox"/>	
7.4.2	Services of equal scope and quality must be available in both official languages. These services include, but are not limited to, any telephone contact, in person contact, all printed and audio visual material used, as well as information that is available on the Proponent’s web site.	<input type="checkbox"/>	
7.4.3	In-person counselling services must be available in all areas where CMHC offices are located (see <i>Section 3.3.2</i>); if exceptions must be made, please describe how these situations would be handled.	<input type="checkbox"/>	
7.4.4	Counselling services must be available in person and over the telephone.	<input type="checkbox"/>	
7.4.5	Counselling services must be available 24 hours a day, 7 days a week, 365 days a year.	<input type="checkbox"/>	
7.4.6	Critical Incident/Trauma response services must be available 24 hours a day, 7 days a week, 365 days a year.	<input type="checkbox"/>	
7.4.7	Confidentiality must be ensured. In-person appointments for CMHC participants must not be scheduled back to back.	<input type="checkbox"/>	
7.4.8	Appointments are to be scheduled within 48-72 hours under normal circumstances or within 24 hours for urgent situations.	<input type="checkbox"/>	
7.4.9	Counsellors must be qualified, experienced professionals able to address a full range of personal problems that can affect productivity on the job, as well as general well-	<input type="checkbox"/>	

Ref	Mandatory Requirements	Yes <input checked="" type="checkbox"/>	Additional Comments
	being, without, in most cases, subsequent referral to other specialists.		
7.4.10	Counsellors must be available to present themselves to a CMHC office to counsel employees in situations of unforeseen circumstances (e.g. workplace interventions) or situations requiring immediate attention (e.g. work force reduction) at CMHC's request.	<input type="checkbox"/>	
7.4.11	Orientation sessions must be available upon request, in English and in French, for new employees or key individuals at CMHC.	<input type="checkbox"/>	
7.4.12	Upon completion of each case, anonymous and confidential evaluations must be sought from the participants in order to measure client satisfaction. The results of this feedback must be provided to CMHC on a quarterly basis for the first year of the contract and semi-annually thereafter.	<input type="checkbox"/>	
7.4.13	<p>A bilingual Program Manager will be assigned to the CMHC account to:</p> <ul style="list-style-type: none"> • liaise regularly with CMHC's Employee Relations Representative • oversee the planning, implementation, marketing, ongoing operations and evaluation of the EAP on a corporate basis • assist CMHC representatives in analysing their reports, comment on the utilization and answer any inquiries. 	<input type="checkbox"/>	
7.4.14	Quarterly and annual statistical reports (corporate and regional) describing such items as utilization rate, problem categories, per case interview count, referral rate, location, etc. must be provided within the month following the quarter/year end.	<input type="checkbox"/>	

7.5 APPENDIX E: Rated Requirements

As stated in *Section 3.3.5 Rated Requirements*, to qualify as an eligible proponent, you must provide sufficient information to clearly demonstrate compliance with each of the rated requirements listed below.

Ref	Rated Requirements	Response
	Proponent’s Qualifications	
7.5.1	Provide a description of your firm, including its mission, vision and values statement, its age, the number of years of experience in providing counselling services, the number of full-time employees, information on service specialization, and memberships with any professional associations (i.e. Employee Assistance Society of North America).	
7.5.2	Provide an organization chart of your firm.	
7.5.3	References: A list of five (5) contracts of a similar size and scope which you currently hold or have held over the past 24 months must be provided. For each contract, the following information must be provided: <ul style="list-style-type: none"> • company name and address, • client since (insert date), • contact person name, and • phone number. CMHC will have the right to approach any such contact person for information relating to the quality of work provided by the proponent.	
7.5.4	Provide the: <ol style="list-style-type: none"> a) Number and size of new clients acquired in 2010, 2011 and 2012. 	

Ref	Rated Requirements	Response
	b) Number and size of new clients lost in 2010, 2011 and 2012. c) Total number of eligible participants in 2010, 2011 and 2012. d) Total number of calls received by your call centre in 2010, 2011 and 2012 e) A list of organizational clients of similar size (# of participants).	
7.5.5	Provide: a) a list of the number and location(s) of offices in the locations outlined in Section 3.3.2 (list of CMHC’s offices in Canada); b) The number of both counsellors and affiliate counsellors* working in each of these communities and their specific experience with the proposed work. * Exceptions and alternate measures (if any) must be specified.	
	Staffing	
7.5.6	Describe the composition of the EAP team that would be assigned to CMHC including their resumes (education, qualifications, experience, professional license/designation/certification, etc.) and their office locations, the use of sub-contractors (if applicable), the roles and responsibilities within the team and their potential interactions with CMHC.	
7.5.7	Provide a detailed resume of the bilingual Program Manager who will be assigned to work with the CMHC’s Employee Relations Office. This should include experience in the area of launching, marketing and administering an EAP. Availability to CMHC must also be addressed.	

Ref	Rated Requirements	Response
7.5.8	Provide a qualification profile for counsellors/affiliate counsellors who will be providing services to CMHC participants. This should also include information regarding which professional associations with ethical review components and prescribed standards of professional care these individuals belong to.	
7.5.9	Provide details and qualifications regarding specialists on staff (i.e. counsellors able to deal with issues such as addiction, compulsive gambling, sexual abuse, physical abuse, critical incident stress, etc).	
7.5.10	Provide details on staff members' qualifications working during non-typical business hours (i.e. responding to participants who are going through a crisis situation at 2:00 a.m.).	
7.5.11	Provide details on criteria used to select counsellors/affiliated counsellors.	
7.5.12	Provide details on criteria used by your firm to evaluate that your counsellors/affiliated counsellors have the required experience and expertise to provide appropriate quality of clinical services.	
7.5.13	Provide details on your performance system to evaluate the counsellors/affiliated counsellors retained by your firm to ensure appropriate quality of clinical services to clients.	
7.5.14	Provide details on training provided to your counsellors/affiliated counsellors to ensure that they perform according to your firm's standards and philosophy.	
7.5.15	Provide a detailed description of how both counsellors and affiliate counsellors are supervised in order to ensure that appropriate clinical	

Ref	Rated Requirements	Response
	services are being provided.	
7.5.16	Provide information on turnover rates amongst your staff, including counsellors/affiliated counsellors	
	Intervention Approach and Process	
7.5.17	<p>For each of the following, provide details on your process by which incoming calls are received to the stage where appointments are scheduled. This must include :</p> <ul style="list-style-type: none"> a) a description of how participants get in touch with the service provider to schedule appointments; b) qualifications of the individual who responds to incoming calls; c) an explanation of how the determination is made on whether to consider the request mainstream or urgent; d) an explanation of how confidentiality is respected and maintained, the measures that are being taken and the protocols/policies in place; e) an explanation of how timelines under which appointments are scheduled; f) a confirmation of your call centre hours of operations; g) a confirmation of days per week in which in-person counselling is available, and h) the current average turnaround time from the initial call to the effective date of appointment. 	
7.5.18	Outline, in detail, how you determine that a person seeking counselling services pursuant to CMHC's EAP is an eligible participant.	

Ref	Rated Requirements	Response
7.5.19	Outline, in detail, your process by which both the perception of confidentiality and actual confidentiality will be maintained (measures being taken, protocols, policies and other).	
7.5.20	Outline the various methods for individuals to access the full range of resources and support available (e.g. in person, by telephone, on-line, print or audio-visual resources, etc.).	
7.5.21	Clarify your policy with respect to a request from a participant to meet with an alternate counsellor (e.g., male/female, no rapport between participant and counsellor, etc.), as well as the process the participant will be required to follow.	
7.5.22	Clarify your procedures in regards to the selection, evaluation and monitoring of external referral agencies, as well as how you arrive at the decision to refer. You must also describe the follow-up process used with individuals who are referred.	
7.5.23	Elaborate on your protocol in place for follow up after counselling has been completed and in situations where the client has not been referred to another specialist/organization.	
7.5.24	<p>Clarify your policy on the following:</p> <ul style="list-style-type: none"> a) transfer of counselling files to the next service provider; b) continuation of counselling services after the contract is terminated/after notice of termination is provided; c) ownership of counselling files; d) retention schedule of counselling files, and e) access to information contained in the files. 	

Ref	Rated Requirements	Response
7.5.25	<p>Do you provide a web-based plan administrator site? If so:</p> <ul style="list-style-type: none"> a) If so, provide an overview of the features and functionality of the site. b) If so, identify the mobile devices that can access the site, and any limitations. c) If so, identify the billing information that can be accessed via the site. <ul style="list-style-type: none"> i. Can it be imported into excel? d) If so, can reports be accessed via the site? <ul style="list-style-type: none"> i. Please list the reports and provide a sample ii. Can they be imported into excel? iii. Are they available in pdf? e) If so, is a demo site available for our review? f) Provide the scheduled hours that the site is not available to users (e.g. maintenance window). 	
7.5.26	<p>Do you provide a website for participants?</p> <ul style="list-style-type: none"> a) If so, provide an overview of the features and functionality of the site, including the type of tools (e.g. videos, podcasts) and resources available to participants. b) If so, provide a screen shot of your <ul style="list-style-type: none"> i. home page ii. “contact us” iii. content that describes how to deal with personal/professional relationship issues, generation differences, etc iv. content that describe how to deal with work/life balance, legal/financial issues, parenting challenge and other topics. c) If so, identify the mobile devices that can access the site, and any limitations. d) If so, is there any billing information that can be accessed via the site? 	

Ref	Rated Requirements	Response
	<ul style="list-style-type: none"> i. Can it be imported into excel? e) Describe the search function capability. f) Provide the scheduled hours that the site is not available to users (e.g. maintenance window). g) If so, is a demo site available for our review? 	
7.5.27	Provide detailed information on any extended services you offer in addition to the mainstream counselling portion of the EAP, including the maximum number of sessions, as applicable.	
7.5.28	Provide an explanation of how you will accommodate groups of individuals wanting to get together with a counsellor.	
7.5.29	Explain how the utilization rate is calculated (i.e. calculated by number of sessions, calculated by case, or other) and indicate what services are included/excluded in the calculation. This should include both mainstream counselling and extended services.	
7.5.30	Provide a detailed outline of your Critical Incident/Trauma Response Services, including examples of situations that would fall under these services, the type of assessment conducted prior to meeting with CMHC employees, the process followed when meeting with employees and the timelines under which a counsellor can be on site.	
7.5.31	Describe your ability to have a counsellor sent to a CMHC office in situations of unforeseen circumstances (e.g. workplace interventions) or situations requiring immediate attention (e.g. work force reduction), including timelines.	

Ref	Rated Requirements	Response
	Communication, Marketing and Invoicing	
7.5.32	Indicate how you will meet the requirement to provide services of equal quality in both official languages. In addition, an explanation as to what steps will be taken to ensure that all print, promotional materials and information found on the proponent's website are of equivalent quality in both English and French must be provided.	
7.5.33	Provide, for evaluation purposes and at no cost to CMHC, the following: <ul style="list-style-type: none"> a) a sample of communication/promotional material, in both official languages; b) a sampling of topical newsletters and/or articles, in both official languages, and c) information regarding available wellness seminar topics and related pricing, as applicable. 	
7.5.34	With respect to the ongoing marketing of the Program, you must outline your proposed approach and involvement regarding the following: <ul style="list-style-type: none"> a) method of publicizing the program to employees, retirees, their spouses and dependants; b) publicity/promotional materials; and c) orientation sessions. In addition, as the CMHC workforce consists of employees from diverse backgrounds and people with disabilities, you should address how these differences will be taken into account and addressed during the promotion and marketing of the program.	

Ref	Rated Requirements	Response
7.5.35	Provide a list and description of educational seminars you provide.	
7.5.36	<p>Indicate if you provide topical newsletters and/or articles, and if so, the frequency at which they are provided in a given year.</p> <p>Who are they provided to? How are they sent? Can participants subscribe/unsubscribe.</p>	
7.5.37	<p>a) Describe the types of utilization reports and/or analysis and recommendations you will provide (i.e. Executive summary with highlights, trend analysis from previous years and other organizations such the Public Service and the national Capital region, recommended initiatives to address CMHC trends/recurring issues, etc.), including information on the opportunity to customize reports, as applicable;</p> <p>b) Provide a sample of the various reports;</p> <p>c) Describe the frequency (i.e. real time, monthly, quarterly, annually or other) at which reports are being generated, and</p> <p>d) Describe how CMHC reports would be accessible (e-mail, on-line, other).</p>	
7.5.38	Describe the evaluation processes you have in place to measure client satisfaction within 30 days from the end of the service rendered. Any documentation that is used for this purpose must be provided in both official languages. This should also include a description of how this information is used internally, what information will be shared with CMHC and how (via annual report or other).	
7.5.39	<p>Quality Control. The proponent shall describe its approach to quality control including:</p> <p>a) details of the methods used in ensuring quality of the work,</p>	

Ref	Rated Requirements	Response
	b) mechanism for dealing with issues, c) response mechanisms in the case of errors, omissions, delays, etc. d) how the client is being informed of proposed solutions, and e) the turnaround response time to provide feedback to the client in the case of errors, omissions, delays, etc.	
7.5.40	Describe your process with respect to the invoicing of fees for services rendered, including the reconciliation of invoices to utilization. Any specific invoicing requirements must be included.	
	Other	
7.5.41	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.	
7.5.42	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? 	

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 March 3, 2014?	
7.6.2	Project Management Approach. The proponent shall describe its project management approach and the management organizational structure including reporting levels and lines of authority.	
7.6.3	Work Schedule. The proponent shall provide a proposed project plan for implementation phase, and describe the method used to ensure compliance with the work schedule. The proposed project plan must include a milestone chart identifying tasks, individuals responsible and dates, taking into account the various CHMC regional offices throughout Canada.	
7.6.4	Launch. Please describe your proposed communication strategy for CMHC (i.e. documented procedures/guidelines, sample letters to employees and retirees, resources material such as brochure, information kiosks, and information sessions for key employees, etc). This communication strategy must be part of the proposed project plan for implementation phase outlined in section 7.6.3.	
7.6.5	Working Relationship with CMHC. The proponent shall describe and explain: a) how many different contacts will be directly involved with CMHC staff; b) how issues and problems that may arise will be resolved (please expand on your process and commitment), and	

Ref	Implementation Plan	Response
	c) if proponent staff will be available for meetings at the client's location and/or telephone conferences as part of the implementation process	
7.6.6	Status Reporting to CMHC. The proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.	

7.7 APPENDIX G: Pricing Proposal

Chart 7.7.1: Service Level Cost

As stated in *Section 4.10: Pricing Proposal*, the proponent will provide the cost (including any factors in determining the costs) for providing each of the three levels of service described below (grouped by the number of sessions per presenting issue), assuming a maximum utilization rate of 15% and a total of 2,000 employees. All prices are to be quoted in Canadian dollars and are to be exclusive of taxes.

Service Level Costs		Maximum no. of sessions	Price per employee per month	Total Annual Cost	Notes
1 - Unlimited service					
A	Short Term Counselling Services only	Unlimited (please define)			
B	Extended/Work-Life Services (additional cost)				
Total Cost Service Level 1 (A+B)					
2 - Maximum of eight (8) sessions per presenting issue					
A	Short Term Counselling Services only	8 sessions			
B	Extended/Work-Life Services (additional cost)				
Total Cost Service Level 2 (A+B)					
3 - Maximum of six (6) sessions per presenting issue					
A	Short Term Counselling Services only	6 sessions			
B	Extended/Work-Life Services (additional cost)				
Total Cost Service Level 3 (A+B)					

For all of the above options, the Proponent will specify the incremental costs, if any, to be incurred by CMHC should the utilization rate exceed the 15% threshold, including as much detail as possible (e.g. cost per percentage point or range, etc.).

The Proponent must also provide details on the amount of reimbursements (if applicable) that will be provided to CMHC should the utilization rate at the end of the year be less than the above-referenced threshold. Again, please provide as much detail as possible.

With respect to Service Level options 2 and 3 above, please provide a recommendation for criteria that could be used to determine the eligibility for extra sessions, should the need arise.

How would the proponent charge for any sessions exceeding the maximum number of sessions agreed to? What would be the costs and how would these costs be determined? Please provide any assumptions in determining the costs.

Chart 7.7.2: Implementation/Start-up Costs

Please list the details of, and provide the amounts for all one-time costs, if any, associated with implementing the program. If there are no costs under this category please indicate as such.

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

Implementation/Start-Up Costs				Notes
#	Item and Description	Basis of Measurement	Cost \$	
1.				
2.				
3.				
Total Implementation/Start-Up Costs				

Chart 7.7.3: Additional Recurring Services/Costs

Please provide the costs and details for all available items enumerated in the chart below, as well as any additional products or services not listed therein. If any of the items or services listed are included with, or as part of, the Service Level costs (Chart 7.7.1), please indicate such.

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

Additional Recurring Services/Costs					Notes
Item Category	Included in Service Level Costs?	Annual Quantity/ Maximum	Unit Price in \$ (if additional cost)	Annual Cost In \$ (as applicable)	
1) Publicity Materials					
• brochures					
• posters					
• wallet cards					
• fridge magnets					
• other (please list)					
2) Lunch and Learn sessions					
3) Orientation Sessions					
4) Access to website and micro sites (as applicable)					
5) Topical newsletters or articles					
6) Other - Provide details					
Annual Cost Grand Total					

Chart 7.7.4: Discretionary Costs

These are costs that would be incurred following a specific request from CMHC to receive these services.

Please provide a unit cost for each of the following services, stating any factors and assumptions made in determining the cost.

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

Discretionary Costs				Notes
No.	Item and Description	How charged (i.e. per occurrence or per hour)	\$ Unit Cost	
1	<p>Unforeseen Events. <i>This would be a request by CMHC to have a counsellor available at one of its sites, for example when terminating an employee.</i></p> <p>Assume a total of up to 10 per year.</p>			
2	<p>Critical Incident/Trauma Response Services. <i>As described in the Statement of Work section.</i></p> <p>Assume a total of up to 5 per year.</p>			

Chart 7.7.5: Other Services and Costs

Please list and provide a unit cost for any additional services, stating any factors and assumptions made in determining the cost. Costs provided in this section are for information purposes only.

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

Other Services and Costs				Notes
No.	Item and Description	How charged (i.e. per occurrence or per hour)	\$ Cost	
1	Educational Seminars – readily available <ul style="list-style-type: none"> • Half day • Full day 			
2	Educational Seminars – customized <ul style="list-style-type: none"> • Half day • Full day 			
3	Other Services – Please identify and list other services provided and not previously identified for which additional costs may be incurred (attach separate list if necessary).			

Notes:

Any additional fees or prices, including those associated with delivery, installation, removal and return charges must be included in the proposal. CMHC will not pay any costs that are not clearly identified.

Reminder to Proponents: Include the pricing portion in a separate sealed envelope, as part of your submission.

Contractor. CMHC's selection of the Contractor to perform the Services is considered as the engagement of these individuals personally even though CMHC is engaging the services of a firm. Major roles in the performance of the Services will not be assigned to other individuals without the prior written consent of CMHC. In the event that the aforementioned individuals are unable to perform of the Services for any reason, and CMHC does not accept any replacements proposed by the Contractor, CMHC may terminate this Agreement immediately with no further obligation of any kind to the Contractor.

1.5 Extras

Unless otherwise provided in the Agreement, CMHC shall not be liable to the Contractor for payment for extras unless such extras and the price thereof have been authorized in writing by a duly authorized CMHC representative.

1.6 Scope

All CMHC office sites and all CMHC employees are to be serviced as and when required.

Article 2 - Term

2.1 Term of the Agreement

The term of the Agreement shall be for a period of _____ commencing on _____ and ending on _____.

2.2 Termination of Agreement

- (a) Notwithstanding section 2.1 above, CMHC may terminate this Agreement at any time without further liability by giving thirty (30) days prior written notice to the Contractor; or
- (b) CMHC may, by giving ten (10) days prior written notice to the Contractor, terminate this Agreement without further liability for any of the following reasons:
1. The Contractor commits a material breach of its duties, unless, in the case of such breach, the Contractor, within twenty (20) calendar days after receipt of written notice of such breach from CMHC, in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, cures such breach;
 2. The Contractor commits numerous breaches of its duties that collectively constitute a material breach;
 3. The Contractor commits fraud or gross misconduct; 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.

5. The Contractor commits a material breach of its confidentiality and information-handling obligations under this Agreement.

(c) Further, CMHC may immediately terminate the Agreement in the manner described in section 4.4 below in the event that the Contractor is unable to eliminate a real, perceived or potential conflict of interest.

(d) In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of a contract or out of termination, payment will be made within thirty (30) days of the date of the invoice from CMHC to the Contractor for the value of all finished work delivered and accepted by CMHC, such value to be determined by CMHC at its sole discretion, in accordance with the rate(s) specified in Schedule B. Upon such determination and payment if necessary, CMHC shall have no further obligation of any kind to the Contractor.

Article 3 - Financial

3.1 Payment and Maximum Liability

In consideration of the provision 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 this however, CMHC's total financial liability under the terms and conditions of the Agreement shall not exceed \$ _____ for the term of the Agreement. The Contractor's rates shall be fixed for the term of the Agreement.

3.2 Taxes and Levies

The maximum liability of CMHC to the Contractor pursuant to article 3.1 is inclusive of all taxes, rates or other levies payable by the Contractor, including any goods and services tax or retail sales tax. GST, HST or PST, to the extent applicable, will be incorporated into all invoices and shown as a separate item on invoices. All items that are zero-rated, exempt or to which GST, HST, or PST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due pursuant to the Agreement. The Contractor agrees to remit to the appropriate provincial government any amounts of PST paid or due pursuant to the Agreement.

3.3 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in

order to allow it to complete the T1204 supplementary slip. Attached as Appendix C is a SUPPLIER - DIRECT DEPOSIT AND TAX INFORMATION FORM which the Contractor shall complete and sign at the commencement of the Agreement.

3.4 Invoicing and Payment

The Contractor shall deliver invoices to CMHC at regular intervals during the performance of the Services and shall allow thirty (30) days from delivery of invoice for payment without interest charges. The Contractor shall not invoice CMHC prior to performance of the Services. All payments made by CMHC will be made by direct deposit (EFT). The Contractor is responsible for ensuring that the direct deposit or EFT information provided to CMHC is current and accurate at all times.

3.5 Audit

The Contractor shall maintain proper records and accounts during the term of the Agreement and for a period of three (3) years following the end of the term and any renewals thereof. The 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 not to break confidentiality.

Article 4 - General Terms and Conditions

4.1 Independent Contractor

The Contractor shall act as an independent contractor for the purposes of this Agreement. It and its employees, officers and agents are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, and agents. Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees and agents. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and payroll deductions required in respect of its employees. All personnel shall, at all times, and for all purposes, be solely in the employment of the Contractor.

4.2 Contractor's Authority

(a) 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 anyway.

(b) It is agreed that the Contractor will make no use whatsoever of CMHC's name, logo, initials, trademarks or official marks without prior express written consent of CMHC's authorized representative.

4.3 Conflict of Interest

(a) The Contractor shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.

(b) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All work product which has been completed or partially 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.

4.4 House of Commons and Public Office Holders

No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising there from. Any former public office holder shall be in compliance with the post-employment provisions of the *Conflict of Interest Act* in order to derive a direct benefit from the Agreement.

4.5 Contractor's Indemnification

(a) The Contractor agrees that none of CMHC, its employees, officers, agents or subcontractors shall be liable for any damage, loss or claims related in any way to the Agreement or the Services and the Contractor hereby agrees to indemnify and hold harmless CMHC, its officers, employees, agents and subcontractors against any damages, losses, claims, costs, charges, liabilities, demands, judgments and expenses (including legal fees and disbursements) resulting, directly or indirectly from, or in any way related to an act or omission of the Contractor whether such claims are brought in the name of CMHC or in the name of the Contractor or in the name of any officer, employee, agent or subcontractor of either party.

(b) CMHC shall not be liable to the Contractor, its officers, employees, agents or subcontractors for any loss or damages resulting directly or indirectly from the performance of the Services. Without limiting the generality of the foregoing, CMHC shall not be liable to the Contractor, its officers, employees, agents or subcontractors for any incidental, punitive, special, indirect or consequential loss, even if CMHC has been advised of the possibility of such damages, including but not limited to monetary loss, failure to realize monetary gain, failure to realize monetary

savings of any kind, loss of profits, loss of revenues, loss of data, loss of business opportunity or similar losses of any kind that may arise in relation to the Agreement.

(c) CMHC's total liability to the Contractor for any claim arising out of the performance of the Services, regardless of the form of claim, will in no event exceed the total fees paid to the Contractor for the Services during the twelve (12) months preceding the claim.

This term shall survive the termination or expiration of the Agreement.

4.6 Ownership

(a) All work, materials, reports and other information subject to copyright which are prepared in connection with the Agreement shall become the sole property of CMHC upon completion or upon delivery to CMHC, whichever occurs first, and all copyrights therein will be the property of CMHC. The Contractor and its servants or agents shall not divulge, release or publish any such work, materials, reports or other information without the prior written consent of CMHC.

(b) Any and all other information relating to CMHC or its business, however obtained by the Contractor, shall remain the property of the Corporation and shall not be used in any way or disclosed to anyone without the prior written consent of CMHC.

4.7 Non-Compliance or Default by Contractor

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, or is in default in any other manner under a contract, CMHC may do such things and incur such costs as it deems necessary to correct the Contractor's default, including without limitation the withholding of payment due or accrued 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.

4.8 Insurance

a) Commercial General Liability Insurance

The Contractor will provide and maintain Commercial General Liability insurance with an insurer license to do business in Canada with 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:

- cross Liability including severability of interest
- personal Injury
- broad form property damage
- blanket contractual
- 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
- contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFP).

b) **Professional (Errors & Omissions) Liability**

The Contractor will provide and maintain Professional Liability insurance with an insurer license to do business in Canada with 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 Proponents and Service Providers employees and contract employees (if applicable) as insured. The Contractor shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.

Other conditions

If there are material changes in the scope of Services provided under this Agreement, CMHC may, via the Service Level Change Procedures, request changes to the minimum insurance coverages set out above.

All insurance policies required to be maintained by Contractor pursuant to Article 4.8 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under Article 4.8. In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in Article 4.8 intends to cancel, or intends to make or has made a material change to, any insurance referred to in Article 4.8. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's direction to grant or withhold its consent to a request to subcontract, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

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 fulfill its obligation under the contract. All insurance policies shall be provided and maintained by the Contractor Contractor at its own expense.

4.9 Confidentiality and Non-Disclosure of CMHC Information

Under this section, “CMHC Information” refers to any and all information relating to the affairs of CMHC, its stakeholders, contractors, employees, officers or agents which is obtained, accessed, collected or used by the Contractor in any manner, including personal information of any kind, however obtained. Without limitation, CMHC Information includes data in any electronic format and information received directly, indirectly or through third parties.

The Contractor understands and agrees to treat all CMHC Information as strictly confidential, proprietary, and sensitive unless otherwise specifically agreed to in writing by CMHC. Employee information gathered in the course of the provision of the Services will be treated as highly sensitive and shall be handled with the highest degree of care. The Contractor shall restrict access to CMHC Information to those persons who have a need to know the information in order to perform the Services. The Contractor shall take physical and technological measures to protect CMHC Information from disclosure. The Contractor shall, at the request of CMHC, provide an Oath of Secrecy for each of its principals, employees or persons engaged in the performance of the Services, in a form prescribed by CMHC.

The Contractor further acknowledges and understands that CMHC Information is subject to federal privacy and access to information legislation, and that CMHC considers CMHC information to be under its custody and control of all times. The Contractor agrees to take all measures necessary to ensure that CMHC fulfills its obligations under the legislation.

The Contractor shall ensure that CMHC Information remains in Canada and shall segregate CMHC Information from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the Contractor shall ensure that it does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Contractor or third party 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 by a court, person or body of competent jurisdiction, the Contractor shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy. The Contractor shall co-operate with CMHC and shall provide any information or assistance required by CMHC to allow it to take appropriate action to prevent or limit disclosure.

Any CMHC Information provided to the Contractor in the performance of the Work described herein shall be returned, uncopied to CMHC or destroyed by the Contractor within one (1) month of the end of the Term. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction

4.10 Force Majeure

In the event that the Contractor is prevented from fulfilling its obligations under the terms of this Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Contractor shall notify CMHC in writing, as soon as is reasonably possible under the circumstances. The written notice shall be sent by registered mail and shall state the factors that constitute a force majeure or an act of God. Without limiting the application of the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Contractor has no reasonable control.

The Contractor shall take all reasonable means to resume fulfilment of its obligations. If this is not possible, CMHC may terminate the Agreement or, to the extent it deems necessary, secure the services of other qualified contractors without compensation or obligation to the Contractor.

4.11 Laws Governing Agreement

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

4.12 Compliance With Laws

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

4.13 Non-waiver

The failure of CMHC to insist on strict compliance with one or more of the terms of the Agreement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of the Agreement shall be deemed to have been waived as a result of a breach by either party of the provision, unless such waiver is in writing and signed by the other party. The written waiver by either party of any breach of any provision of the Agreement by the other party, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Agreement.

4.14 Severability

If any provision of the Agreement is held by competent authority to be invalid, illegal or unenforceable, for any reason, the remaining provisions of the Agreement and its attachments will continue in full force so long as they express the intent of the parties. If the intent of either party cannot be preserved, the Agreement shall be either renegotiated or terminated by the parties.

4.15 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 the Agreement or otherwise in law.

4.16 Assignment

The Agreement shall not be assigned by the Contractor in whole or in part without the prior written consent of CMHC. Any assignment made without such prior written consent shall be null and void.

Article 5 - Administration of Agreement

5.1 Authorized Representative of CMHC

The CMHC authorized representative described in section 5.2 below shall notify the Contractor in writing of the names of CMHC representatives authorized, from time to time, to provide direction, assign jobs and approve payments with respect to the Services performed under this Agreement. No direction or approval shall be effective unless given by the authorized representative or a CMHC representative authorized in writing by the contact administrator.

5.2 Transmission of Notices

All direction, invoices, notices, requests for payment, approvals and consents relating to the Agreement shall be transmitted either by fax, e-mail or postal service to the party's authorized representative as set out below. All such correspondence from the Contractor shall quote **CMHC file number XXXXXXXX**. Notice shall be effective the day following transmission by fax or e-mail, and five (5) days following mailing by regular postal service.

CMHC;

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

Phone:

Fax:

e-mail:

Contractor;

Phone:

Fax:

E-mail:

Article 6 - Documents

6.1 Documents

The Agreement consists of this form of Agreement together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing. These written documents represent the entire agreement between the parties with respect to the subject matter of the Agreement.

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

**THE CONTRACTOR CANADA MORTGAGE AND
HOUSING CORPORATION**

Sébastien Gignac

General Counsel and Corporate Secretary

I have the authority to bind the Contractor I have the authority to bind CMHC.

SCHEDULE "A"

TERMS OF REFERENCE

Statement of Work as described in Section 3

SCHEDULE "B"

CONTRACTOR'S RATE SCCHEDULE

To be completed at contract negotiation stage.

SCHEDULE "C"

MANNER OF PAYMENT

To be completed at contract negotiation stage.