



REQUEST FOR PROPOSAL

FOR

Two (2) Advanced COBOL Developers
Information Technology Division

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Originating Department: CMHC
Information Technology

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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 Canada Mortgage and Housing Corporation (“CMHC”) and this Request for Proposal.

1.2 Introduction and Scope

This Request for Proposal (“RFP”) is issued by CMHC for the purpose of obtaining Information Technology (“IT”) technical services, specifically the services of two (2) Advanced COBOL Developers. One (1) Advanced COBOL Developer shall be assigned to the Market Analysis Centre (“MAC”) project and the other one (1) Advanced COBOL Developer shall be assigned to Assisted Housing project. Parties submitting documents in response to this RFP are referred to as “Proponent(s)” and their submissions are referred to as “Proposal(s)”

The successful Proponent(s) of this RFP process will enter into an agreement, as outlined in Section 6.3 of this Request for Proposal, for a projected six (6) month term commencing in December 2013 (“Agreement”). CMHC shall have the right to terminate and/or extend, at their sole option, in instances where CMHC determines such termination/extension directly impacts a positive outcome to the project(s). For the purpose of clarity, this is a new Agreement with no existing incumbent.

To be considered under this RFP the following shall be considered mandatory requirements and must be submitted with each Proposal:

- (a) Certificate of submission
- (b) Cover letter identifying firm and key contacts for purpose of the contract
- (c) Proof of either Enhanced Reliability or Secret security clearance of candidate(s) submitted
- (d) Resume of candidate(s) submitted
- (e) Grid completed outlining technical skills of candidate(s)
- (f) Per diem pricing per candidate

For **EACH** Advanced COBOL Developer awarded an Agreement under this RFP the value of the services is expected to range from **\$90,000.00** to **\$95,000.00** CDN, including all applicable taxes for the term of each Agreement.

CMHC shall not be obligated in any manner to any Proponent whatsoever until a written Agreement has been duly executed relating to a qualified, approved Proposal.

A more detailed description of the services can be found in Schedule A (Statement of Work) attached hereto (“Services”).

1.3 CMHC Background

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

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

1.4 Purpose of Request for Proposal

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

1.4.1 All Non-Research Service Providers

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various business 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 ("Supplier(s)").

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.

Activities	Date
RFP Issued	November 15, 2013
Submission for Questions Deadline	November 26, 2013
Proposal Submission Deadline	November 29, 2013
Evaluation and Selection Process (Including Interviews)	December, 2013
Contract Negotiation and Award	December, 2013
Announcement of Evaluation Results	December, 2013
Estimated Commencement of Services (Services required as soon as possible – subject to commence on an earlier date if contract negotiations and security clearances can be completed sooner.)	December 20, 2013

1.6 Mandatory Requirements

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

Mandatory requirements are identified in:

- (a) Section 2 - Submission Instructions
- (b) Section 3 – Statement of Work
- (c) Section 4 - Proposal Requirements
- (d) Section 6 - Proposed Contract, and
- (e) Section 7 - Appendix A - The Certificate of Submission.

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

1.7 Procurement Policy Re: The Environment

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

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

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

The evaluation methodology in Section 5 fully describes any environmental preferences associated with this procurement.

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.

Proponent(s) may submit comments labelled as ***Proponent Feedback RFP # 201304015*** 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(s) about CMHC's procedures and rules pertaining to this RFP process.

CMHC has included Appendix C (Mandatory Compliance Checklist) as part of this RFP for the Proponent(s) benefit. CMHC requests the Proponent(s) complete prior to submission of their Proposal. The checklist shall provide a valuable aid to ensure their firm complies with all Mandatory criteria and avoid disqualification in instance(s) of non-compliance.

2.2 Certificate of Submission

MANDATORY

Appendix A (Certificate of Submission) forming part of this RFP summarizes some of the Mandatory requirements set out in the RFP. It is a Mandatory requirement for Proposal(s) to include a Certificate of Submission (or an accurate reproduction) signed by the Proponent as outlined in Section 1.6 (Mandatory Requirements).

In an instance a Proponent does not include the signed Certificate of Submission CMHC reserves the right, at their sole discretion, to contact the Proponent and provide forty eight (48) hours in which to meet this Mandatory requirement.

2.3 Delivery Instructions and Deadline

Timely and correct delivery of Proposal(s) 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.

(a) Number of copies

One (1) signed original and three (3) copies of the complete Proposal are to be submitted.

(b) Method of Sending

Proposals shall be submitted to the address outlined below. Proposals sent by facsimile machine or e-mail will not be accepted.

(c) Packaging and Address

Proposals, including all supporting documentation, are to be sealed. There should be one envelope containing all the relevant technical information and a second for the pricing information. The outermost packaging of the proposal, including any courier or delivery packaging, must indicate all of the following information and be addressed exactly as follows:

**C1 Guard Station
Canada Mortgage and Housing Corporation
1st Floor, "C" Building
700 Montreal Road
Ottawa, Ontario K1A 0P7
PROPOSAL CALL: *Advanced COBOL Developer(s) - 201304015***

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

(d) 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 November 29, 2013

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

2.4 Inquiries

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

*Heather Forsyth
Fax: 613-748-2998
hforsyth@cmhc-schl.gc.ca*

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received less than **seven (7) calendar days** prior to the closing date.

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

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

2.5 Communication

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

2.6 Proponent Contact

The Proponent(s) shall name a person in their Proposal to act as a primary contact for CMHC during the evaluation period. A secondary contact should also be provided for backup purposes.

2.7 Offering Period

MANDATORY

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

2.8 Changes to Submission

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

2.9 Multiple Proposals

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

2.10 Acceptable Alternative

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

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

2.11 Liability for Errors

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

2.12 Verification of Proponent's Response

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

2.13 Ownership of Responses

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

All information regarding the terms and conditions, financial and/or technical aspects of the Proponent's Proposal, which, in their opinion, are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**" at **each item** or at the **top of each page**. Proponent(s) documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, Proponents are advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation.

2.14 Proprietary Information

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

2.15 Corporation Identification

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

2.16 Declaration re: Gratuities

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

2.17 Conflict of Interest

- (a) The Proponent and its principals, employees and agents shall avoid any conflict of interest during this RFP 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) The Proponent must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Proponent's duties to that third party and the Proponent's duties to CMHC.

- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately disqualify the Proponent from the RFP process.
- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this RFP.

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 five (5) business 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 Proponent(s) may be asked to (a) prepare a presentation; (b) supply demonstration equipment; (c) complete a technical test; an/or (d) 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 Proposal(s) 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 in accordance to Section 2.2 of this RFP.

2.22 Intellectual Property Rights

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

2.23 Non-Disclosure of CMHC Information

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

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

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

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

2.24 Knowledge Transfer

CMHC seeks to capture or distribute knowledge and ensure its availability to CMHC employees or future project development personnel. As a result, CMHC seeks to ensure knowledge transfer from all the successful Proponent's personnel and seeks to organize, create and capture distributed knowledge to the extent possible.

CMHC recognizes that knowledge transfer is complex because knowledge may reside with specific individuals or in tools, tasks and existing networks of contacts, etc. The successful Proponent's personnel will be responsible for transferring knowledge gained during the completion of assigned tasks and/or projects through the use of CMHC standard libraries and documentation systems and through the provision of mentoring and training. The successful Proponent's personnel will be required to use collaboration tools, as assigned, to ensure effective knowledge transfer (per the CMHC corporate records policy).

CMHC knowledge transfer requirements include transferring embedded knowledge which is explicit and resides within the applications supported. This includes capturing fully the relationships, technologies, formal procedures and routines within complex systems being developed; as well as encoded knowledge which is conveyed in signs and symbols, manuals, data bases, and codes of practice essential to ensuring the successful transfer of new or modified systems to CMHC employees who have operational responsibility to support the systems. This includes, but is not limited to, updating SLAs, documentation, support notes, status reports, change records, and incident reports.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

This section of the RFP is intended to provide the prospective Proponent(s) with the information necessary to develop a competitive proposal. A complete description of the tasks to be done, results to be achieved and/or the goods to be supplied are outlined in the ("Statement of Work").

3.2 Mandatory Requirements

As outlined in Section 1.6 (Mandatory Requirements) this Section 3.5 does contain Mandatory requirements.

Please note: Additional Mandatory requirements associated with the Statement of Work are also identified in Section 4 - Proposal Requirement.

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

3.3 Statement of Work

The Information Technology Division ("ITD") of CMHC is looking to engage a/or multiple IT technical services agencies to provide Advanced COBOL Developer(s). Immediate requirements include two (2) Advanced COBOL Developers. One (1) Advanced COBOL Developer shall be assigned to the Market Analysis Centre ("MAC") project and the other one (1) Advanced COBOL developer shall be assigned to Assisted Housing project, each for a 6 month term commencing in December of 2013. The successful Proponent will provide an opportunity for their selected candidate to become a member of an existing team of programmers providing development and maintenance on a suite of in-house developed applications which support CMHC's mortgage insurance activities. The selected Advanced COBOL Developer(s) will be part of a dynamic and fast-paced environment where team work and collaboration are important skills. The Advanced COBOL Developer(s) may work closely with clients, and will provide services including, but not limited to, analysis, coding, testing and documentation services, preparation of software packages and instructions for migration to the production

environment. Written and verbal communication skills in English are required; skills in both official languages are an asset.

The successful candidate(s) will interface with other ITD Developers and ITD Support groups to complete assignments. All deliverables must be completed according to CMHC standards and guidelines. CMHC will provide translation services for all project related deliverables.

CMHC reserves the right to substitute portions of the Services outlined in the final Agreement of equal value, as agreed upon by both parties. In addition, the Advanced COBOL Developer(s), as part of their duties, will be called on to document and familiarize corporate and non-corporate staff with the Services performed.

A minimum of Enhanced Reliability clearance is required, Secret security clearance is preferred. *(Note: Candidates who do not have the appropriate minimum clearance at time of submission will not be considered for the position.)*

3.4 Candidate Requirements

(a) Minimum Requirements

Items in this section are required to meet a minimum score as defined in Section 5.4 (Evaluation of Technical) subsection Step 2

1. Knowledge
 - Thorough knowledge of the Z/OS and Windows environments is essential;
 - Knowledge of, and exposure to, IT application development in an insurance or financial environment;
 - Knowledge of structured programming practices and programming standards.
2. Skills and Experience Required
 - 8-10 years experience in progressively responsible positions in IT;
 - 8-10 years experience coding in CICS/COBOL;
 - 5 years experience coding embedded SQL to access a relational RDBMS,
 - 3-5 years experience with DB2 stored procedures;
 - 3-5 years experience in coding embedded Z/OS MQSeries;
 - 5 +years familiarity with TSO, ISPF and proficiency in JCL and other IBM utilities;
3. Security Clearance
 - Candidates without a minimum of enhanced reliability clearance will not be considered

(b) Skills considered an 'Asset'

Items in this section are rated in accordance to the definitions outlined in Section 5.4 (Evaluation of Technical) subsection Step 2.

- knowledge of, and exposure to, IT application development in an insurance or financial environment is an asset;
- experience coding in the VB.NET environment is an asset;
- experience using Microsoft Team Foundation Server is an asset;

3.5 Availability of Personnel

MANDATORY

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

The Proponent must provide a list of three recent contracts of similar size and scope which the proponent currently holds or has held in the past twenty four (24) months. The company name, address, contact person name and phone number must be provided. CMHC may approach any such contact person for information relating to the quality and capacity of the vendor to provide qualified resources.

3.6 Relationship between the Parties

It is the intent of the parties to enter into an Agreement and not to create any employer-employee or principal-agent relationship. The successful Proponent will be acting as an independent contractor for the purposes of any resulting agreement. It and its employees, officers and agents will not be engaged as employees or agents of CMHC. The Proponent will retain complete control of and accountability for its employees and agents. The Proponent will prepare and process the payroll for its employees directly, and must withhold and/or pay all applicable employment taxes and payroll deductions required in respect of its employees. All personnel, at all times, and for all purposes, be solely in the employment of the Proponent.

3.7 Candidate Availability

The Proponent's candidate must be available for interview by a selection panel, and should be available for a possible start of employment at our National Office in Ottawa starting in December 2013 if chosen as the successful candidate.

4. SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

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

Proposal Response Item Sections	
Section No.	Item
4.3	Cover Letter
4.4	Table of Contents
4.5	Executive Summary
4.6	Proponent's Qualifications
4.7	Response to Statement of Work
4.8	Project Management Plan
4.9	Financial Information
4.10	Other Information
4.11	Pricing Proposal - <i>To be submitted separately in accordance to Section 2.3</i>

Elaborate or unnecessarily voluminous Proposals are not desired. Proponents are encouraged to take care in completely answering questions and Proposal requirements and to avoid submitting extraneous materials that do not show how the Proponent intends to meet requirements.

Requirements for each Proposal 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 Agreement if chosen the successful Proponent.

4.4 Table of Contents

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

4.5 Executive Summary

The Proponent's Proposal should include an executive summary highlighting the following:

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

4.6 Proponent's Qualifications

MANDATORY

The Proponent's Proposal should include information about the Proponent's qualifications as follows:

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

4.7 Response to Statement of Work

MANDATORY

In this section, the Proponent should provide detailed information relative to the requirements outlined in Section 3 (Statement of Work).

- (a) As outlined in Section 3.5 – Availability of Personnel, the Proponent must provide a list of three recent contracts of similar size and scope which the Proponent currently holds or has held in the past twenty four (24) months, thusly:

Company Name	Address	Contact Person	Phone Number
1.			
2.			
3.			

- (b) The Proponent must respond with a résumé for each candidate submitted **AND** include a grid outlining the following sections:

Candidate Grid Proponents Evaluation of Candidate					
Skill/Experience	Does Candidate meet the Mandatory Skills		Years of experience (if applicable)	Supporting Information Specify relevant referenced in candidate(s) Résumé	
	Comply	Do Not Comply			
A. Mandatory Skills					
1	8-10 years experience in progressively responsible positions in IT	<input type="checkbox"/>	<input type="checkbox"/>		
2	8-10 years experience coding in CICS/COBOL	<input type="checkbox"/>	<input type="checkbox"/>		
3	5 years experience coding embedded SQL to access a relational RDBMS	<input type="checkbox"/>	<input type="checkbox"/>		
4	3-5 years experience with DB2 stored procedures	<input type="checkbox"/>	<input type="checkbox"/>		
5	3-5 years experience in coding embedded Z/OS MQSeries	<input type="checkbox"/>	<input type="checkbox"/>		
6	5 years familiarity with TSO, ISPF and proficiency in JCL and other IBM utilities;	<input type="checkbox"/>	<input type="checkbox"/>		
7	Minimum valid enhanced reliability security clearance (Secret Level Preferred)	<input type="checkbox"/>	<input type="checkbox"/>		<i>Please provide level of security clearance</i>
B. Skills Considered an Asset					
8	Knowledge of, and exposure to, IT application development in an insurance or financial	n/a			
9	Experience coding in the VB.NET;	n/a			
10	Experience using Microsoft Team Foundation Server is an asset;	n/a			

Please note: Both Sections (A) Mandatory skills; and (B) Skills Considered an Asset outlined in the table above will be evaluated and assigned a score. Any proposals reflecting the candidate(s) 'do not comply' with any Mandatory skills will be disqualified resulting in the candidate not moving forward in the evaluation process. For additional information surrounding the scoring definitions and weights for each category in the table above, please see Section 5 (Evaluation and Selection).

4.8 Project Management Plan

The Proponent shall describe its project management plan including;

- (a) Project Management Approach
 - project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control
 - method(s) used to ensure high quality of work is being delivered by your candidates, and
 - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC
 - written and oral progress reporting methods.
- (d) Work Schedule
 - method(s) used to ensure compliance with the work schedule.
- (e) Interface with CMHC.
 - interface points with CMHC
 - interface mechanism(s), and
 - interface issues and difficulties will be resolved.

4.9 Financial Information

MANDATORY

4.9.1 Credit Check

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

4.10 Other

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

4.11 Pricing Proposal

MANDATORY

The Proponent must provide a response relative to the ceiling per diem pricing rates of its proposed candidate(s).

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

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

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

- provide a per diem rate for each individual candidate, based on a seven and one half (7.5) hour work day, relative to the proposed candidate.

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 an Agreement.

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

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

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

5.2 Limitation of Damages

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

5.3 Evaluation Table

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

5.4 Evaluation Methodology

(a) Weight Summary

Category	Weight (%)
Technical	80%
Price	20%
TOTAL	100%
<i>Interview shortlist to determine award</i>	

(b) Steps in the Evaluation Process**Step 1** – Compliance of Proposal(s)

Each Proposal will be examined to determine compliance with each Mandatory requirement identified in this RFP. A Proposal must comply with all of the Mandatory requirements in order to proceed in the evaluation process. A Proposal which is deemed by CMHC to be non-compliant in one or more Mandatory requirements will be eliminated from further consideration. A Proposal which meets all the Mandatory requirements will be deemed compliant and will proceed to Step 2 in the evaluation process.

Step 2 – Evaluation of Technical Section

Each compliant proposal shall be individually evaluated by qualified personnel forming part of an evaluation committee. Evaluators shall evaluate and numerically score each proposal in accordance to the rated criteria as shown in Appendix "B" - Evaluation Table using the scoring definitions outlined in the table below.

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

Once individual evaluations are complete, the evaluation committee will discuss and agree upon a final technical score for each Proposal. In instances where Proponent(s) do not meet a minimum technical score defined in Appendix "B" – Evaluation Table the Proposal will not move to Step 3 – Evaluation of Price.

Step 3 – Evaluation of Price

The Contract Authority shall open the price submissions for each of the Proposals successfully meeting Step 1 and Step 2 of the evaluation process.

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

Formula: $1 - \frac{VP - BP}{VP}$

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

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

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

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

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

In instances where Proponent(s) are submitting multiple candidates, with different per diem rates, the Proposal must include a clear pricing submission for each candidate. If there is only one (1) rate submitted, CMHC shall assign such rate to all candidates for evaluation purposes.

Note: CMHC will not return any price submissions to the Proponents that have or have not been opened for this RFP process.

Step 4 – Shortlist and Interviews *(At CMHC's option)*

CMHC may elect, at their sole option, to include an interview stage of the evaluation process. A shortlist of top scoring candidates, up to a maximum of five (5), shall be invited to compete in the interview process. The shortlist shall be based on the highest cumulative scores Step 2 and Step 3 of this Section 5.4 - Evaluation Methodology.

Interview(s) may include, however are in no way limited to, questions surrounding resume validation, experience, situational/behavioural responses to questions in order to determine the candidate's teamwork, client focus and communication skills. The interview phase will adopt a rated result to determine the candidate to be granted contract award. In the instance where the interview process does not determine a suitable candidate of the shortlisted candidates, CMHC shall have the option to interview the next highest ranked candidates of the RFP process OR cancel and reissue the RFP.

Please note: A technical test will be administered during the interview stage of this RFP Process.

5.5 Financial Evaluation

CMHC reserves the right to carry out a credit check and/or a financial capacity on the lead Proponent before beginning Agreement discussions. This is a pass/fail test. Pass means that Agreement discussions begin. Fail means that the lead Proponent may not enter into Agreement discussions and is disqualified from further consideration. The financial evaluation will be based on the information supplied by the proponent as per Section 4.9 of this RFP.

5.6 Proponent Selection

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

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

Announcement of the successful Proponent(s) will be disclosed to all Proponents following the signing of an Agreement(s).

6 SECTION 6 PROPOSED AGREEMENT

6.1 Overview of Section 6

Attached in Section 6.3 – Proposed Agreement outlines the terms and conditions which may be incorporated into any contract resulting from this RFP. CMHC reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

The Proponent's Proposal and all associated correspondence from the Proponent, where relevant, shall to the extent desired by CMHC form part of the final Agreement and the Proponent must accept that the final Agreement 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 proposed agreement of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft proposed agreement outlined in Section 6.3 of this RFP in the event that the Proponent is selected by CMHC to enter into an Agreement.

For the purposes of this section the term ("Contractor") refers to the successful Proponent with whom CMHC enters into a final Agreement.

6.2 Mandatory Contract Terms and Conditions

The terms, conditions or sections of the draft proposed Agreement in Section 6.3 that are labelled 'MANDATORY' must be accepted by the Proponent without alteration.

6.3 Proposed Contract

The attached proposed agreement forms Section 6.3 of this RFP.

PROPOSED AGREEMENT

CMHC FILE No. _____

THIS AGREEMENT is made this ____ day of _____, _____ (“Agreement”).

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

(hereinafter referred to as "CMHC")

AND _____

(hereinafter referred to as "the Contractor")

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

Article 1.0 - The Work

1.1 The Contractor covenants and agrees to provide _____ as outlined in Schedule “A” attached hereto (the ”Work”)

1.2 All CMHC office sites are to be serviced. A complete list is provided in the RFP and shall form part of this Agreement.

Article 2.0 - Term of the Agreement

2.1 This agreement shall be for a period of 6 months commencing on _____, 2013 and ending on _____, 2013 (the “Term”).

2.2 Notwithstanding article 2.1 above, CMHC shall conduct on an annual basis, an assessment of the Contractor's Work performed for the past year and based on this assessment, at no less than sixty (60) days prior to each year's anniversary date of signing the agreement, CMHC will advise the Contractor in writing of their decision to continue or terminate the Agreement.

Article 3.0 - Financial

3.1 In consideration of the carrying out of the work, as described in Article 1.0, CMHC agrees to pay the 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 \$ xx,xxx.xx, for the ____ months/years of the Agreement. Contractor’s pricing provided to CMHC in their proposal submission, will form part of the Agreement and must be fixed for one year from contract award. Price increases may be negotiated for each successive renewal term (if applicable).

3.2 The amount payable to the Contractor by CMHC pursuant to article 3.1 is exclusive of all taxes, assessments, duties or other levies that may be payable under this Agreement to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes, assessments, duties or other levies shall be payable to the Contractor in addition to the amount payable pursuant to article 3.1 unless specifically agreed to between the Contractor and CMHC.

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

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

Version I

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

Version II

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

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

3.4 Invoicing - The Contractor must allow thirty (30) days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Work or delivery of the goods.

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.

3.6 All invoices, notices and requests for payment must make reference to this contract by quoting **CMHC file number 201304015/TSK 122974** and be forwarded to CMHC at the following address:

Canada Mortgage and Housing Corporation

Name _____
Title _____
Room _____
700 Montreal Road
Ottawa, Ontario
K1A 0P7

Article 4.0 - General Terms and Conditions

4.1 Contract Termination

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

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all Work in progress and, if this Agreement is terminated prior to the expiry of the Term, the Contractor shall nevertheless complete or arrange for the completion of any and all Work in process at the time of termination.

4.2 Contract Administrator

CMHC has assigned a contract administrator to oversee the Agreement (see article 5.1). The Contractor shall be expected to name a counterpart representative. The Contractor's representative will be responsible for providing scheduled status reports to the contract administrator or a designate.

4.3 Contract Renewal

If an amendment to the Agreement Term is required it will be at CMHC's sole discretion and shall be issued as a formal amendment to the Agreement in writing.

4.4 Assignment of the Contract

Mandatory

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which consent may be withheld by CMHC for any reason. It is understood and agreed that the Contractor may engage other entities to assist the Contractor in providing any of the Work, provided that the Contractor shall at all times remain responsible for the provision and quality of the Work in a manner which fully recognizes and respects the confidential nature of the Work. The Contractor undertakes to advise such entities in writing that they are independent contractors, and are not employees or agents of CMHC. No assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

4.5 Contractor's Indemnification

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

4.6 Liquidated Damages

No specific remedy expressed in the Agreement is to be interpreted as limiting the rights and remedies which CMHC may be entitled to under any contract or otherwise in law.

4.7 Termination for Default of Contractor

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

1. The Contractor commits a material breach of its duties under this Agreement, unless, in the case of such breach, the Contractor, within thirty (30) calendar days after receipt of written notice of such breach from CMHC, in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, (a) cures such breach and (b) indemnifies for any resulting damage or loss;

2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitutes a material breach;
3. A change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired, by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this contract;
4. The Contractor commits fraud or gross misconduct; or
5. 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, or if the Contractor takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement 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 in accordance with the rate (s) specified in the Agreement.

4.8 Procedures on Termination

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

4.9 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 the 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 pursuant to this Contract, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

4.10 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, within the shortest period of time. The said written notice shall be sent by registered mail and shall state the factors that constitute a force majeure or an act of God. Without limiting the application of the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Contractor has no reasonable control.

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

4.11 Compliance With Laws

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

4.12 Provincial Laws Governing Agreement

This contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Failure by either party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

4.13 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.

4.14 Contractor's Authority

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

4.15 Corporation Identification

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

4.16 Intellectual Property Rights

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

4.17 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of the Agreement, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Contractor, 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 of all times.

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

Select A or B depending on Successful Proponent/Proposal/Agreement

A. If Information to remain in Canada

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

B. If information not to remain in Canada or can be accessed elsewhere

The Contractor agrees that if any CMHC Information is to be located outside of Canada for any period of time, it shall do the following:

- Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- Inform CMHC where the information will be located outside of Canada, and for what period of time;
- Ensure that CMHC Information is segregated from all other information in a database or other repository physically independent from all other databases or repositories; and
- Inform CMHC of the measures in place to protect CMHC Information from disclosure.

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 including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

4.18 Confidentiality

Mandatory

Proposals: Proposals will be held in strict confidence. Notwithstanding the foregoing, Proponents are advised that as a Crown Corporation, CMHC is subject to the provisions of the Access to Information Act ("the Act"). Information submitted by proponents or third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the Act.

Contracts/Agreements: The Contractor agrees that all records and information obtained by the Contractor on behalf of CMHC will be kept confidential to the extent required by federal Access to Information and Privacy Legislation or provincial law.

1. The Contractor or its servants or agents will treat as confidential during, as well as after completion of, the contract, all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder.
2. The Contractor shall, at the request of CMHC, provide an Oath of Secrecy for each of its employees or persons engaged in carrying out the work, in a form prescribed by CMHC.
3. Any documents provided to the Contractor in the performance of the work described herein shall be returned, uncopied to CMHC or destroyed by the Contractor within six (6) months of the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

4.19 House of Commons

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

4.20 Binding

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

4.21 Scope of Agreement

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

4.22 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from contractors (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.

4.23 Conflict of Interest

Mandatory

- (a) The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this RFP.

4.24 Final Report

- (a) Where a final report is to be prepared, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. More particularly,
 - (i) the body of the report shall include the main factual and analytical information and policy recommendations shall be separated to minimize potential restriction;
 - (ii) policy recommendations and supporting materials (bibliographies, data, etc.) shall be attached as appendices or separate monographs; and
 - (iii) the report shall stipulate that the copyright remains with CMHC.
- (b) The Contractor will supply,

- (i) the unbound original manuscript from which the copies of the final report were made, in a form suitable for reproduction (215 x 280 mm, preferred size);
- (ii) an executive summary of the main findings and recommendations of the final report;
- (iii) an abstract describing the contents of the final report and the nature of the study in a form suitable for distribution to interested members of the housing field;
- (iv) Six (6) copies of the final report and of the executive summary, unless otherwise directed by CMHC;
- (v) a computer disk or other media which CMHC may prescribe, in accordance with CMHC's computer installation standards; and
- (vi) one copy of all material of which CMHC has ownership and publication rights in the form in which it was used by the author

4.25 Publication

(a) CMHC

- (i) is under no obligation to publish all or part of the final report or its associated materials, reports, maps and other documents;
- (ii) has the right to edit or publish the final report, in part or in its entirety;
- (iii) shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication; and
- (iv) may, at its discretion, delete references to the Contractor in the edited version of the final report.

(b) Where the Contractor wishes to publish the final report or its associated materials, the Contractor

- (i) must request written permission from CMHC to publish all or part of the final report;
- (ii) must request written permission from CMHC to use any materials, publications and reports associated with the final report;
- (iii) must acknowledge the assistance of CMHC and, if requested by CMHC must include the following disclaimer:

"This project was funded (or: partially funded) by Canada Mortgage and Housing Corporation (CMHC), but the views expressed are the personal views of the author(s) and CMHC accepts no responsibility for them"; and
- (iv) must clearly indicate on the published material that copyright remains with CMHC.

4.26 Approval of Work

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Work was performed to the satisfaction of CMHC.

In the event the Work is not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Contractor's default, including, without limitation, the following:

- (a) direct Contractor to redo the work or part of the section which was not completed to CMHC's satisfaction;

- (b) withhold payment due or accrued due to the Contractor for services rendered pursuant to this Contract;
- (c) set off any expenses incurred by CMHC in remedying the default or failures of Contractor against payment for payment due or accrued due to the Contractor;
- (d) terminate this Agreement for default and /or seek indemnification from the Contractor for losses suffered by CMHC as a result of such default.

4.27 Ownership

The quarterly reports and any other reports prepared exclusively for CMHC shall remain the property of CMHC and all copyrights thereto are the property of CMHC and neither the Contractor nor its servants or agents shall divulge, release or publish any such documentation.

Any and all other information relating to CMHC and obtained by the Contractor during the course of execution of its duties under this Agreement shall remain the property of CMHC and shall not be used in any way or disclosed to anyone without the prior written consent of CMHC.

4.28 Insurance

- (a) The Contractor will provide and maintain Commercial General Liability insurance for a limit of \$2,000,000 per occurrence for bodily injury, or damage to property including loss of use of such property. This policy shall include the following extensions:
 - cross liability including severability of interest clause
 - blanket contractual liability
 - Canada Mortgage and Housing Corporation to be added as additional insured
 - broad form completed operations (required if contractor is doing physical work, e.g. painting, welding, flooring, etc.)
 - non-owned automobile
 - employer's liability (or confirmation that all employees are covered by WSIB)
 - contractor's liability to include operations of independent contractors (if not provided then each subcontractor must provide a Certificate of Insurance confirming that they have liability insurance as detailed in the RFP)
 - 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario K1A 0P7
- (b) The Contractor will provide and maintain Professional Liability insurance for a limit of not less than \$1,000,000. The policy will provide thirty (30) days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Contractors employees and Contractors contract employees (if applicable) as named insureds.
- (c) The Contractor will provide a Certificate of Insurance at least five (5) days prior to the commencement of the Agreement confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada. Upon receipt of the Certificate of Insurance CMHC reserves the right to request a Certified copy of the contractors policy for review.

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 Agreement. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

4.29 Access to CMHC Property

CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel in cases of emergencies. CMHC also will have the right at any time to remove from and/or refuse entry to

the work site any incompetent or intemperate employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

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

4.30 Suspension of Work and Changes in Specifications

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

4.31 Extras

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

4.32 Closure of CMHC Offices

Where Work are being provided by the Contractor pursuant to this Agreement on CMHC premises and the premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, and where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, payment to the Contractor hereunder may be suspended or modified. Payment will be suspended in full after 48 hours written notice unless the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement and is unable to mitigate its losses due to such obligations. Based on such evidence and the extent to which the Contractor is able to mitigate, CMHC may continue payment in full (subject to clause (b) below), or at a reduced amount, or suspend payment completely.

Notwithstanding clause (a) above, if closure is continued beyond one calendar week, payment under this Agreement may be suspended in full immediately, on further written notice to the Contractor, until reopening permits the services to continue.

4.33 Knowledge Transfer

It is the intent of the parties that the Contractor will assume responsibility for ensuring the transfer to CMHC of all relevant and material knowledge garnered during the completion of the Work. Such transfer will be affected through the use of CMHC standard libraries and documentation systems, as directed by CMHC, through other available technological tools, and through the provision of mentoring and training, as agreed between the parties. The Contractor agrees to use collaboration tools, as assigned, to ensure effective knowledge transfer and to ensure compliance with CMHC corporate records policy.

Without limiting the generality of the foregoing, knowledge transfer shall include transferring embedded knowledge which is explicit and resides within the software applications supported, which includes fully capturing the relationships, technologies, formal procedures and routines within complex systems being developed, as well as encoded knowledge which is conveyed in signs and symbols, manuals, data bases, and codes of practice essential to ensuring the successful transfer of new or modified systems to CMHC employees who have operational responsibility to support the systems, including updating SLAs, documentation, support notes, status reports, change records, and incident reports.

Article 5.0 - Contract Administration

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

5.2 Changes and/or additions to the terms and conditions of this Agreement shall be transmitted either by e-mail or postal service to the party's authorized representative as follows:

for CMHC;

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

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

for Contractor;

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

Article 6.0 - Contract Documents

6.1 The contract documents consist of the following:

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

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

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

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

CONTRACTOR

CANADA MORTGAGE AND HOUSING CORPORATION

Signature

Signature

Date

Date

PROPOSED AGREEMENT**SCHEDULE "A"****TERMS OF REFERENCE****1. Statement of Work**

The Advanced COBOL Developer will work the CMHC dynamic and fast-paced Information Technology (IT) environment where team work and collaboration are important skills. The Advanced COBOL Developer may work closely with clients, and will provide services including, but not limited to, analysis, coding, testing and documentation services, preparation of software packages and instructions for migration to the production environment. Written and verbal communication skills in English are required; skills in both official languages are an asset.

The candidate will interface with other IT Developers and IT Support groups to complete assignments. All deliverables must be completed according to CMHC standards and guidelines. CMHC will provide translation services for all project related deliverables.

CMHC reserves the right to substitute portions of the work outlined in this contract for work of equal value, as agreed upon by both parties. In addition, the senior application developer, as part of their duties, will be called on to document and familiarize corporate and non-corporate staff with the work they carry out.

A minimum of Enhanced reliability clearance is required, Secret reliability clearance is preferred. (Note: Candidates who do not have the appropriate clearance at time of submission will not be considered for the position.)

[Details specific to the awarded candidate of the RFP process shall also be included in final document]

PROPOSED AGREEMENT**SCHEDULE "B"****MANNER OF PAYMENT**

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

1. The amount payable to the Contractor will be paid on the basis of a per diem rate of \$xxx.xx exclusive of GST (or equivalent hourly rate based on 7 1/2 hours per day).
2. The amount payable to the Contractor by CMHC pursuant to clause 1 is inclusive of all taxes, rates or other levies payable by the Contractor, including any goods and services tax or retail sales tax. Upon request, the Contractor shall provide CMHC with satisfactory evidence of the payment of all such taxes, rates or levies as is the case with any disbursement the Contractor has made.
3. All payments will be made upon submission and acceptance by a supervising CMHC manager of time sheets detailing hours worked during the calendar month being billed.

7 SECTION 7 APPENDICES

APPENDIX A

MANDATORY

7.1 Certificate of Submission

_____ hereby:
 Company Name Procurement Business Number (PBN)

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

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

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

Corporation/Individual:

 Signature of Signing Authority

 Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B

7.2 Evaluation Table

Evaluation criteria		(A) Minimum Score Requirement	(B) Category Weight Total	(C) Evaluator Score (1 – 10)	(D) Upset Score (AxB)	(D) Final Score (BxC)	TOTAL Evaluation Weight
<u>TECHNICAL EVALUATION</u>							
<u>Maximum Points 1010</u>							
Minimum Requirements							
1	8-10 years experience in progressively responsible positions in IT (1pt/yr)	7	10		70		80%
2	8-10 years experience coding in CICS/COBOL (1pt/yr)	7	20		140		
3	5 years experience coding embedded SQL to access a relational RDBMS (1pt/yr)	7	15		105		
4	3-5 years experience with DB2 stored procedures (2pt/yr)	7	15		105		
5	3-5 years experience in coding embedded Z/OS MQSeries (2pt/yr)	7	10		70		
6	5 years familiarity with TSO, ISPF and proficiency in JCL and other IBM utilities	7	15		105		
7	enhanced reliability security clearance	7	1		7		
Skills/Experience Considered an Asset							
8	knowledge of, and exposure to, IT application development in an insurance or financial environment	n/a	5		n/a		
9	experience coding in the VB.NET environment is an asset	n/a	4		n/a		
10	experience using Microsoft Team Foundation Server is an asset	n/a	5		n/a		
<u>PRICE EVALUATION</u>							
<u>Maximum Points – 252.50</u>							
Price - Points shall be assigned in accordance to Section 5.4 - Step 3 – Price Evaluation of the RFP							20%
<u>INTERVIEW</u>							
Shortlist and Interview(s) –Candidate(s) shall be invited according to Section 5.4 - Step 4 – Shortlist and Interviews of the RFP -							

A “Minimum Score” is defined as a minimum score of seven (7) points for each applicable section of the table in this Section 7 - Appendix B (Evaluation Table) of this RFP. Fully meeting the required minimum requirements has been defined for a score of seven (7) points in accordance to the table in Section 5.4.

The total value of the Minimum Score of seven (7) points multiplied by the weight equates to the (“Upset Score”). An Upset Score is established to provide CMHC the ability to allocate additional points to Proposals with candidates clearly exceeding the Minimum Score requirements for the identified categories.

Proposals demonstrating a candidate who does not meet the Upset Score for any given category will not proceed to the rating of (a) skills/experience considered an asset in the table of this section, nor (b) to Step 3 (Price Evaluation) of the evaluation process as outlined in Section 5.4 (Evaluation Methodology).

APPENDIX C

7.3 Mandatory Compliance Checklist

<input type="checkbox"/> Certificate of Submission	Section 2.2
<input type="checkbox"/> Submission Deadline	Section 2.3(d)
<input type="checkbox"/> Offering Period	Section 2.7
<input type="checkbox"/> Candidate Qualifications	Section 3.4(a)
<input type="checkbox"/> Availability of Personnel	Section 3.5
<input type="checkbox"/> Proponent's Qualifications	Section 4.6
<input type="checkbox"/> Response to Statement of Work	Section 4.7
<input type="checkbox"/> Financial Information	Section 4.9
<input type="checkbox"/> Pricing Proposal	Section 4.11
<input type="checkbox"/> Proposed Contract	Section 6
<input type="checkbox"/> Certificate of Submission	(Section 7.1 - Appendix A)