



REQUEST FOR PROPOSAL

FOR

Benefits Consulting and Actuarial Services

Pension Consulting and Services

Pension Actuarial Services

Date issued: *May 7, 2014*

Solicitation Closes: *June 6, 2014*

Solicitation File # : 201401389

Originating Department: *Total
Compensation & Pension Fund*

Contracting Authority:
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Corporation (CMHC)*

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Canada



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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 (RFP). All capitalized terms in this document have the meaning ascribed to them within the RFP document, the draft agreement, or in certain cases, are terms that are in common usage at CMHC.

1.2 Introduction and Scope

CMHC wishes to enter into a contract with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of providing Benefits Consulting and Actuarial Services, Pension Consulting and Services, and Pension Actuarial Services. The initial term of the contracts will be for five (5) years and, at the sole option and discretion of CMHC, may be extended for three (3) additional one (1) year renewal periods for a cumulative total not to exceed eight (8) years.

More detailed specifications can be found in Section 3: Statement of Work.

1.3 Prequalification and Confidentiality and Non-Disclosure Agreement

Upon confirmation that the respondent meets all prequalification criteria (set out in Section 8.1) and signature of a Confidentiality and Non-disclosure Agreement as required by CMHC (set out in Section 8.2), respondents to this RFP will be provided with the RFP Appendices on Benefits and Pension Benefits details (Appendices K to P inclusively). The confirmation and the executed Non-disclosure Agreement, which must be dated and signed by an authorized signatory of the respondent, are to be returned to the contact person named in the RFP in Section 2.4.

1.4 CMHC Background

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

CMHC has approximately 1,950 employees located at its National Office in Ottawa, and at five Business Centres throughout Canada: Atlantic; Quebec; Ontario; British Columbia; and Prairie & Territories.

1.5 Purpose of Request for Proposal

CMHC uses an 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 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 with respect to its requirements. By submitting a proposal, proponents agree to be bound by the terms of this RFP, and the terms of the proposal that they submit.

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and the 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.

1.6 Schedule of Events

The following schedule summarizes significant target dates for the RFP process. The dates are estimates only and may be changed by CMHC at its sole discretion.

Date	Activities
May 7	Request for Proposal issued
May 30	Deadline for inquiries
June 6	Submission deadline
June 20	Evaluation and selection of short-listed proponent(s)
July 2 - 4	Conduct interviews with short-listed proponent(s)
July 11	Evaluation and selection of lead proponent(s)
July 14	Announcement of successful proponent
01 August 2014	Go live date
TBD	Debriefing to unsuccessful proponents, as requested

1.7 Mandatory Requirements

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

Mandatory requirements are identified in:

- Section 2: Submission Instructions
- Section 4: Proposal Requirements
- Section 6: Draft Services Agreement
- Appendix A: Certificate of Submission

Caution: Proposals which fail, in the reasonable discretion of CMHC, to meet any one of the mandatory requirements will be eliminated from further consideration in the evaluation process. Notwithstanding the foregoing, CMHC reserves the right to waive or revise any mandatory requirements during the RFP process if a waiver or revision is necessary to meet CMHC's intent in issuing the RFP, or to ensure that CMHC receives best value from the process. In the event that CMHC elects to waive a mandatory requirement, all proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals as noted in section 2.8.

1.8 Procurement Policy with Respect to the Environment

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

1.9 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 wishing to provide feedback may submit comments labelled as ***Proponent Feedback RFP #201401389*** 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 prevent the process from being conducted in a fair and objective manner, or that could prevent CMHC from receiving best value from the process, is asked to report the flaw to CMHC as soon as possible, using the inquiry process specified in Section 2.4.

1.10 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) 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 with a mandatory requirement will result in the proposal being eliminated from further consideration.

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 an authorized signatory of 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 those risks or responsibilities under any circumstances. Proposals may be submitted in English or in French.

Submission Deadline

MANDATORY

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

2:00 p.m. local Ottawa time, on June 6, 2014.

Delivery Instructions: Hard copy

Number of copies	One (1) signed original and seven (7) copies of the complete proposal are to be submitted.
Packaging Instructions	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: Benefits Consultant and Actuarial Services, Pension Consultant and Services, and Pension Actuarial Services: RFP file number 201401389
Address for Delivery	C1 Guard Station Canada Mortgage and Housing Corporation 1st Floor, "C" Building 700 Montreal Road Ottawa, Ontario K1A 0P7

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

2.4 Inquiries

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

*Patricia Howse, Procurement Advisor
Fax: 613-748-2998
Email: phowse@cmhc-schl.gc.ca*

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received after **30 May 2014**.

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

2.6 Proponent Contact

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

2.7 Offering Period

MANDATORY

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the proponent until 01 August 2014.

2.8 Changes to Proposals

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

2.9 Multiple Proposals

Proponents interested in submitting more than one proposal for consideration may do so, providing that each proposal independently complies with the instructions, terms and conditions 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 No Liability

While CMHC has made considerable efforts to ensure that the information in this RFP is accurate and complete, it is possible that errors may exist. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. CMHC will have no liability of any kind to proponents for losses or damages arising from any errors that may be found in the RFP, regardless of how the errors are caused. Proponents remain obliged to make their own investigation of relevant information and to form their own opinions and conclusions in respect of the matters addressed in this RFP.

By submitting a proposal, proponents waive any claims or causes of action that they may have against CMHC or its representatives as a result of the conduct of this RFP process or any resulting contract award, except insofar as they have proof of willful misconduct on the part of CMHC or its representatives. Proponents agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFP or any resulting contract award. This section is intended to be a complete waiver of the proponent's right to claim damages subject to the limited exception noted above.

2.12 Verification of Proposals

The proposal authorizes CMHC to conduct such additional investigation as it deems appropriate to verify the contents of the proponent's proposal.

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 their proposal.

The proponent warrants that the proponent possesses all rights necessary to satisfy this requirement. The proponent hereby certifies that it has waived, or has obtained a waiver in favour of CMHC, all moral rights in the proposal and related materials, and hereby assigns all rights in the material, as provided for in the law of copyright. The proponent agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and the waiver of moral rights therein.

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 as permitted under that legislation, but may be required to be disclosed in specific circumstances.

CMHC will take steps to protect proponents' documents and information so marked from disclosure. Notwithstanding the foregoing, CMHC shall have no liability of any kind to proponents based on the inadvertent or unintentional disclosure of proprietary information.

In certain specific circumstances, information submitted to CMHC by third parties may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible, CMHC will make efforts to advise the proponent of the required disclosure prior to releasing the information.

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 without the express written consent of CMHC.

2.16 Declaration with Respect to Gratuities

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

2.17 Conflict of Interest

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

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

2.18 Declaration with Respect to 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 and/or to CMHC information and systems when and if required. This process normally takes approximately 5 working days but may take longer, depending on the circumstances. If they are not security cleared, the proponent or its employees will require an escort by a CMHC employee if required to access CMHC premises and will not be granted access to CMHC information and systems.

2.20 Shortlist

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

2.21 Joint Venture Responses

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

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

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

2.22 Intellectual Property Rights

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

2.23 Non-Disclosure of CMHC Information

Under this section, “CMHC Information” refers to any and all information of a proprietary, personal or confidential nature which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to this RFP 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 proponent, any subcontractor, reseller, agent or any other person engaged by the proponent.

The proponent 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 persons who have a need to know this information in order to respond to this RFP or perform subsequent work related to the RFP.

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

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

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

3.2 Mandatory Requirements

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

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

The Mandatory Compliance Checklist is located at Appendix C.

3.3 Statement of Work

For the purposes of this RFP, CMHC has divided the work into three (3) streams. Proponents responding to this RFP may bid on either Stream 1, 2 or 3, a combination of the three streams, or all three streams. The response to these streams must be in accordance with *Section 4 Proposal Requirements*. While CMHC will consider proponents who respond to only one stream as well as those who respond to one or more streams, proponents should be advised that, if this proves to be possible and feasible depending on the Responses to this RFP, CMHC may consider it preferential to contract with a sole supplier for multiple streams and, in particular, for all three streams (please see 4.9 Pricing Proposal and 5.4 Evaluation Methodology in this regard). It should be noted that nothing in the foregoing obliges CMHC to retain only those proponents who bid on multiple or all three streams or prevents CMHC from awarding individual contracts in any of the three streams.

3.3.1 Background

An important component of CMHC's total compensation is the provision of a benefit and pension package that supports the Corporation's efforts in attracting, retaining and motivating a highly qualified workforce that is competitive and sustainable, both now and in the long term.

CMHC is seeking a proponent who can provide, on an *as and when requested basis*, the following professional bilingual services. The service requirements for each stream are identified in the respective appendix as identified below:

- Stream 1: Benefits Consulting and Actuarial Services Appendix D
- Stream 2: Pension Consulting and Services..... Appendix E
- Stream 3: Pension Actuarial Services Appendix F

The requirements set out in the above appendices are for the identified services as required by CMHC, to be performed on an as needed basis, ad hoc basis or regularly scheduled basis depending on CMHC's requirements during the life of any contract resulting from this RFP. CMHC, by issuing this RFP and-or by entering into a contract with a proponent in respect of the services, does not make any representations as to the quantity of work which may result.

In addition, for pre-qualified proponents (under Section 1.3), please refer to the following appendices for further details on CMHC's benefit and pension plans:

- Appendix K: Benefits at a Glance
- Appendix L: Summary of Group Insurance Benefits for Employees
- Appendix M: Summary of Group Insurance Benefits for Retirees
- Appendix N: Premium Rate History
- Appendix O: Overview of CMHC's Pension Plans
- Appendix P: Actuarial Valuation Projection

The successful proponent is expected to closely align with CMHC's business practices, corporate values (http://www.cmhc.ca/en/corp/about/whwedo/miva/miva_002.cfm#CP_JUMP_33142) and culture.

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

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

- CMHC is transacting with seasoned and qualified staff, where staff turnover is minimal.
- The proponent has the ability to quickly adapt and adjust workload and personnel to handle unplanned requests that can often require very short turnaround times.
- Staff are accountable for their actions and mutually agreed to timelines are followed through and met.
- Proactive ideas or solutions are provided, where both parties look for opportunities to enhance processes instead of being purely driven by rigid processes.
- Attention to detail, with an emphasis on quality control, especially in written communications with employees in their official language, is clearly evident and carried out at all times.

3.3.2 Mandatory Requirements

The proponent must complete the response grids for the appropriate stream(s) to which they are responding.

To qualify as an eligible proponent, a proponent must meet the mandatory requirements as identified in the appropriate appendix. For each stream that the proponent will be bidding, the proponent must confirm that they provide each of the services identified for that stream as identified in the respective response grid(s) in *Appendices D, E and/or F*. If there are any deficiencies, list them in the *Additional Comments* column and indicate how they are to be overcome. The proponent should answer all questions, and not refer to an answer provided in another stream's response grid.

3.3.3 Rated Requirements

The proponent must complete the response grid(s) for the respective stream(s) to which they are responding. The rated requirements are identified in the respective response grid(s) in *Appendices D, E and/or F*. The proponent should answer all questions, and not refer to an answer provided in another stream's response grid.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

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

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

Tab	Response Item	Response Item Instructions	
1.	Covering Letter	Section 4.3	Covering Letter
2.	Table of Contents	Section 4.4	Table of Contents
3.	Executive Summary	Section 4.5	Executive Summary
4.	Appendix A (completed and signed)	Section 7.1	Certificate of Submission
5.	Appendix D (completed, if applicable)	Section 4.6 Section 4.7	Proponent’s Qualifications Response to Statement of Work
6.	Appendix E (completed, if applicable)		
7.	Appendix F (completed, if applicable)		
8.	Appendix G (completed, if applicable)	Section 4.9	Pricing Proposal
9.	Appendix H (completed, if applicable)		
10.	Appendix I (completed, if applicable)		
11.	Financial Information	Section 4.8	Financial Information

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 Table of Contents.

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* for a description of mandatory requirements.

4.3 Covering Letter

A covering letter on the proponent’s letterhead should be submitted and include the following:

- (a) A description of the company or joint venture/consortium.
- (b) The names of the individuals who are the principals of the proponent.
- (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) Identify the stream(s) that the proponent is responding to.

4.4 Table of Contents

The proponent shall include a table of contents and **must use the response item headings and numbering system identified in Section 4.1 of the RFP**. The response should be paginated for easy referencing by the evaluation committee.

4.5 Executive Summary

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

- (a) A summary of the proponent's proposal, including key features of the proposal, features that make the proposal advantageous for CMHC, innovative approaches to meeting the requirement and cost-saving opportunities.
- (b) A brief statement of the proponent's qualifications to meet CMHC's stated requirements.

4.6 Proponent's Qualifications

MANDATORY

The proponent's proposal should include information about the proponent's qualifications as identified in *Appendices D, E and/or F*. The proponent must complete the appendix(ces) for the respective stream(s) to which they are responding.

4.7 Response to Statement of Work

MANDATORY

In this section, the proponent should provide detailed information relative to the specifications listed in *Section 3: Statement of Work* and by completing the response templates in *Appendices D, E and/or F*, based on the streams the proponent is responding to.

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

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 financial capacity of the Lead Proponent(s). Should a proponent be selected as a lead proponent following the RFP evaluation process, CMHC will request the necessary financial documentation to confirm the financial capacity of the proponent. At that time, the Lead Proponent(s) must provide to CMHC the following information, within 72 hours of CMHC's request to permit an analysis of the financial capacity of the lead proponent(s):

Partnerships, Corporations, Joint Ventures and Consortiums:

Proponent must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. The proponent also agrees to provide any other relevant 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 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.

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).

Sole Proprietorships

Proponents that are organized as sole proprietorships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check on them as an individual as required. Where financial statements are available, they should accompany the foregoing statement.

4.9 Pricing Proposal

MANDATORY

The proponent must complete *Appendix G, H* and/or *I*, for the respective stream(s) to which they are responding.

As there are multiple streams identified in the RFP, CMHC appreciates that there may be an opportunity for proponents to offer a discounted price if awarded the contract on more than one stream. Proponents are asked to provide pricing for the individual streams as well as identify any potential discount which would be applied in the event that they are awarded the contract on multiple streams.

Subsequent to the initial evaluation of proposals submitted and any potential product demonstration by shortlisted proponents, CMHC may, at its sole discretion and option, request a Best and Final Offer (BAFO) from the Proponents included in a short list under Section 2.20. In the event that CMHC requests a BAFO, proponents will be permitted to re-submit their pricing

information which will be scored. The new score will be substituted for the original score to determine the final lead proponent with whom CMHC will enter into negotiations.

The BAFO request may be for additional information required in order to make a decision or a request for the proponents to reduce project costs. If CMHC elects to proceed with such a request during the evaluation process, the proponents chosen to submit BAFOs will receive instructions for preparing their Best and Final Offer.

Proponents should note that this option contained in this section is strictly discretionary and that nothing in this section should be read as obliging CMHC to request a BAFO.

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 and will be paid by CMHC.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

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

CMHC will base its evaluation on the principle of best value for all streams as a whole or per stream at its discretion. The lowest cost will not necessarily be accepted. CMHC reserves the right to accept any proposal in whole or in part, to reject all proposals or to terminate the evaluation process and re-issue the RFP at a later date. Without limiting the generality of the foregoing, CMHC may accept proposals in only one (or more streams) and reject all proposals in the other stream(s).

Upon notice to all proponents, CMHC reserves the right to alter the stated requirements based on operational needs and to accept an alternate proposal included in any proponent's response.

CMHC will conduct the RFP process in a visibly fair manner and will treat all proponents equitably. To this end, it has established objective standards and evaluation criteria which will be applied uniformly to all proponents. By submitting a proposal, proponents accept the methodology set out in the RFP. No proponent shall have any cause of action against CMHC arising out of its elimination of one or more proposals from consideration, its failure to award a contract, or the methods by which proposals are assessed.

5.2 Limitation of Damages

Proponents are not entitled to compensation for the costs of preparing their proposal. The proponent, by submitting a proposal, agrees that under no circumstances will it claim damages arising from this RFP process in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal, and the proponent, by submitting a proposal, waives any claim for loss of profits or other indirect or special damages if no agreement is made with the proponent.

5.3 Evaluation Table

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

5.4 Evaluation Methodology

Each proposal will be examined to determine compliance with each mandatory requirement identified in Section 3.3.2 in this RFP. A proposal must comply with all of the mandatory requirements to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of, and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

- a) Each compliant proposal will be individually evaluated by each member of the respective stream's Evaluation Committee, made up of qualified personnel. Evaluators will evaluate and numerically score each proposal in accordance with the evaluation criteria for the response to Statement of Work and Proponent's Qualifications (as shown in *Appendix B: Evaluation Table*) for each stream independently. Pricing will not be evaluated at this stage.
- b) From the compliant proposals, CMHC will shortlist proponents based on the highest combined scores, within the following group: amongst proponents who submitted a proposal for all three streams, proponents who, for each stream, are within 15% of the proponent having the highest score of the streams.

Notwithstanding the above, CMHC reserves the right to also select within proponents with the highest scores for each stream separately if it deems fit and appropriate to meet the interests of, and provide the best value to CMHC.

- c) The shortlisted proponents will then be evaluated on their Pricing Proposal using the “% based on lowest price” approach. The lowest overall cost proposal will receive the full points available for the financial section for that stream, while the other proposals of that stream will receive a lower score for price relative to the lowest priced proposal.
- d) Proponents that have been shortlisted will be invited to make a presentation to CMHC. The presentation will be given an overall rating based on the application of the criteria set out in this RFP. Details will be provided to the shortlisted proponents.
- e) The presentation will be scored as a separate item and added to the shortlisted proponents' RFP points. CMHC reserves the right to request Best and Final Offers from the shortlisted proponents. The Best and Final Offer Pricing Proposal will then be scored as identified in c) above.
- f) The lead proponent (or proponents) will be the proponent achieving the highest overall combined score within the following group:
 - 1) amongst shortlisted proponents who submitted a proposal for all three streams, the proponent, who for each stream, is within 5% of the proponent having the highest overall score for the individual stream
 - 2) if none, same as above, except within 10% of the proponent having the highest overall score for the individual stream
 - 3) if none, same as above, except within 15% of the proponent having the highest overall score for the individual stream
 - 4) if there is no shortlisted proponent who submitted a proposal for all three streams who meets the criteria of 1, 2, or 3, amongst shortlisted proponents who submitted a proposal **for at least two streams**, the proponent who for each stream is within 5% of the proponent having the highest overall score of the stream, and the proponent achieving the highest overall score for the third stream
 - 5) if none, same as above, except within 10%

- 6) if none, same as above, except within 15%

Notwithstanding the above, CMHC reserves the right to select the lead proponent of each stream achieving the highest overall score for that stream if it deems fit and appropriate to meet the interests of, and provide the best value to CMHC.

For illustration purposes, an example of the methodology for the selection of shortlisted and leading proponent can be found in Section 7.17, Appendix Q.

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

Once a lead proponent has passed the financial evaluation, CMHC has the option of entering into negotiations with that proponent to incorporate some or all of its proposals into 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(s) may meet the requirements, CMHC will continue the process with the secondary proponent(s) and so on.

By submitting a proposal, proponents agree that if they are selected as lead proponent, they will enter into contract negotiations in a timely manner and in good faith, and within the framework of the RFP and the proponent's response to the RFP.

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

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

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

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

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

7 SECTION 7 APPENDICES

7.1 APPENDIX A: Certificate of Submission

MANDATORY

_____ hereby:
Company Name Procurement Business Number (PBN)

- I. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- II. offers the terms as set out in this proposal, including any pricing proposal until contract finalization as specified in section 2 of the RFP;
- III. certifies that, at the time of submitting this bid, it is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- IV. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
- V. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VI. certifies that this proposal was independently arrived at, without collusion;
- VII. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract;
- VIII. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- IX. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- X. agrees to substantially comply with all of the section 6.0 Agreement “MANDATORY” clauses;
- XI. agrees and understand that submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent’s proposal, agrees to be bound by the terms and conditions in the draft Agreement in the event that the proponent is selected by CMHC to enter into a contract;
- XII. (for sole proprietorships and partnerships) provides permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided);
- XIII. agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement;
- XIV. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response; and
- XV. 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 _____, 2014 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

The following table identified the scoring criteria to be applied to each stream.

	A WEIGHT	B POINTS	C UPSET SCORE	D SCORE
	100 Total	1 to 10		A x B
Proponent's Qualifications Proponent will be evaluated on the information provided in response to each of the requirements set out in <i>Section 4.6 Proponent's Qualifications</i> .	10		70	
Response to Rated Requirements Proponent will be evaluated on the information provided in response to Rated Requirements set out in Appendices D, E or F as applicable.	65		455	
Pricing Proposal Proponent will be evaluated on the information provided in response to the specifications listed in <i>Section 4.9 Pricing Proposal</i> .	25		N/A	
TOTAL	100			

The Proponent submitting the lowest overall cost proposal for a stream, taking into consideration any discount if applicable, will receive the full points available for the financial section for that stream, while the other proposals will receive a lower score for price, relative to the lowest priced proposal for that stream.

A proponent's combined score and overall combined score will be determined using the following weighting:

Stream 1:	Benefits Consulting and Actuarial Services	20%
Stream 2:	Pension Consulting and Services	40%
Stream 3:	Pension Actuarial Services	40%

7.3 APPENDIX C: Mandatory Compliance Checklist

- | | |
|---|-------------|
| <input type="checkbox"/> Prequalification Criteria | Section 1.2 |
| <input type="checkbox"/> Confidentiality and Non-Disclosure Agreement | Section 1.2 |
| <input type="checkbox"/> Submission Deadline | Section 2.3 |
| <input type="checkbox"/> Offering Period | Section 2.7 |
| <input type="checkbox"/> Proponent's Qualifications | Section 4.6 |
| <input type="checkbox"/> Response to Statement of Work | Section 4.7 |
| <input type="checkbox"/> Financial Information | Section 4.8 |
| <input type="checkbox"/> Pricing Proposal | Section 4.9 |
| <input type="checkbox"/> Draft Services Agreement | Section 6 |
| <input type="checkbox"/> Certificate of Submission | Section 7.1 |

7.4 APPENDIX D: Response Grid – Stream 1 Benefits Consulting and Actuarial Services

Please consult *Appendices K, L, M and N* for further details on CMHC’s benefit plans.

The requirements identified below are in respect of Benefits Consulting and Actuarial Services as required by CMHC, to be performed on an as needed basis, ad hoc basis or regularly scheduled basis depending on CMHC’s requirements during the life of any contract resulting from this RFP. CMHC, by issuing this RFP and/or by entering into a contract with a proponent in respect of these services does not make any representations as to the quantity of work which may result.

Mandatory Requirements

As stated in *Section 3.3.2 Mandatory Requirements*, to qualify as an eligible proponent, you must meet all the stream’s mandatory requirements. If there are any deficiencies, list them in the *Additional Comments* column and indicate how they are to be overcome.

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.4.1.	Review annual financial results and provide assessment of financial health of CMHC’s Group Insurance Benefits Plan as well as make recommendations, as required.	<input type="checkbox"/>	
7.4.2.	Prepare post-employment, post-retirement, and actuarial valuations in accordance with International Financial Reporting Standards (currently IAS 19 revised 2011 - <i>Employee Benefits</i>), including support for assumptions and related disclosures (including IAS 24 – <i>Related Party Disclosures</i>) for financial reporting purposes.	<input type="checkbox"/>	
7.4.3.	Prepare five (5) year extrapolation of valuation and accounting results.	<input type="checkbox"/>	

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.4.4.	<p>During the Term of any contract resulting from this RFP, CMHC may tender for the selection of service providers for its:</p> <ul style="list-style-type: none"> • Absence management services • Active living services • Employee assistance program • Group insurance benefits • Travel accident insurance • Travel insurance coverage (out of country) for retirees <p>As a result, the proponent may be required to assist with some or all of the RFP process. This may include developing the RFP's statement of work and evaluation criteria, reviewing the proposals, assisting with contract negotiation, and being involved in the implementation of the processes, systems or services with the successful proponents.</p>	<input type="checkbox"/>	
7.4.5.	<p>Assist CMHC in the negotiations of premium rates, retention fees, administrative fees, etc. for the purpose of amending the letter of financial agreement between CMHC and the group insurance benefits service provider.</p>	<input type="checkbox"/>	
7.4.6.	<p>Alert and advise CMHC of the impact of legislative requirements which directly affect its non-cash compensation programs, such as amendments to provincial health insurance plans, post-employment liability requirements, <i>Employment Insurance Act</i>, <i>Income Tax Act</i> and others as they arise.</p>	<input type="checkbox"/>	
7.4.7.	<p>Provide assistance and interpretation regarding legislative requirements pertaining to the <i>Income Tax Act</i> which might have an impact on CMHC's Group Insurance Benefits Plan and ancillary benefits (e.g. taxable benefits).</p>	<input type="checkbox"/>	

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.4.8.	Provide assistance in the review of ancillary benefits and perquisites, including identifying best practices, industry standards, business processes, trends, benchmarking, and the feasibility of new options, as well as the impact of implementing such benefits.	<input type="checkbox"/>	
7.4.9.	Undertake or assist in the review and/or audit of CMHC's or a third party service provider's administrative and operational processes, systems and reporting to ensure CMHC conforms to related legislation, regulatory standards and guidelines.	<input type="checkbox"/>	
7.4.10.	Provide assistance with the communication and marketing of CMHC's Group Insurance Benefits Plan and ancillary benefits.	<input type="checkbox"/>	

Rated Requirements

Further to *Section 3.3.3 Rated Requirements*, the services required include, but are not limited to the following. Please consult *Appendices K, L, M and N* for further details on CMHC’s benefit plans.

Ref	Rated Requirements	Response
7.4.11. 7.4.12.	For the purpose of assessing the financial health of CMHC’s Group Insurance Benefits Plan and making recommendations, the proponent: <ul style="list-style-type: none"> • Will describe the process and the comprehensive methodology for reviewing and analysing data as well as the methodology for written and oral reporting. • Will provide a sample report (excluding confidential information) for evaluation purposes. 	
7.4.13.	The proponent will provide the turnaround times for the actuarial valuation and related financial reporting disclosures and the 5 year extrapolation of results for the post-employment and post-retirement benefit plans.	
7.4.14. 7.4.15.	The proponent will elaborate on their presentation approach (e.g. analysis, variance in results from current year to the previous year, etc.) with respect to the preparation of post-employment and post-retirement actuarial valuations and related required disclosures for financial reporting purposes, of CMHC’s Group Insurance Benefits Plan. <ul style="list-style-type: none"> • The proponent will provide, for evaluation purposes, an annual post-employment and post-retirement valuation report with related required disclosures (IAS 19 revised 2011) (excluding confidential information) developed for a client similar in characteristics to CMHC. 	

Ref	Rated Requirements	Response
7.4.16.	The proponent will demonstrate their experience advising clients with respect to their internal processes versus outsourcing options.	
7.4.17.	The proponent will provide, for evaluation purposes, an RFP (excluding confidential information) used for the selection of an insurance carrier for an organization similar to CMHC.	
7.4.18.	<p>The proponent will describe their overall approach to negotiations of administrative fees, premium rates, retention fees, etc., including the philosophy, analytical framework and techniques to arrive at recommendations (or characterize the results).</p> <ul style="list-style-type: none"> • Include any documentation used for this purpose. 	
7.4.19.	<p>The proponent will identify their methodology, tools, and resources for keeping abreast of legislative requirements affecting group insurance and ancillary benefits, such as amendments to provincial health insurance plans, post-employment liability requirements, <i>Employment Insurance Act</i>, <i>Income Tax Act</i>, IFRS and others as they arise.</p> <ul style="list-style-type: none"> • Provide any documentation which would support your approach. 	
7.4.20.	The proponent will identify their procedures, tools, databases, systems and resources that are used to keep abreast of trends in non-cash programs and ancillary benefits; and will describe the methodology which would support the feasibility of new options, including the impact of implementing them.	
7.4.21.	Provide a sample of a proposal prepared for a client (excluding confidential information) who is akin to CMHC for evaluation purposes.	

Ref	Rated Requirements	Response
7.4.22.	The proponent will provide, for evaluation purposes, a communication and marketing strategy (excluding confidential information) that was developed to announce changes to a Group Insurance Benefits Plan and/or ancillary benefits and perquisites for a client similar to CMHC.	
7.4.23.	The proponent will demonstrate their experience (including identifying the individual) presenting reports and/or recommendations at senior management and board of director levels.	
7.4.24.	The proponent will indicate how they will meet the requirements to provide services and communications in both official languages, including the steps to be taken to ensure that all materials are of equivalent quality in both French and English.	
7.4.25.	In certain instances, CMHC requires a quick turnaround on work of an <i>ad hoc</i> nature. The proponent will demonstrate how it can adapt to unplanned work requests that often require very quick turnaround times.	
7.4.26.	The proponent should identify the process, if applicable, for the identification of the statement of work, the cost estimates, establishment of the deliverables and any formal documents that will require approval prior to starting a work request.	
7.4.27. 7.4.28.	<p>The proponent shall describe its approach to quality control including:</p> <ul style="list-style-type: none"> • details of the methods used in ensuring the quality of the work. • response mechanisms in the case of errors, omissions, delays, etc. 	

Ref	Rated Requirements	Response
7.4.29. 7.4.30. 7.4.31.	The proponent will outline, in detail, the process by which both the perception of and actual anonymity and confidentiality of CMHC’s proprietary information will be maintained: <ul style="list-style-type: none"> • Within your organization • When interacting with other clients • When interacting with government or regulatory bodies 	
7.4.32.	Ownership of all data and information remains with CMHC at all times and, in the event of termination of the agreement, all files, data, and documents will be transferred to CMHC (where applicable) or to a third party designated by CMHC. Data is to be transferred in a format that is accessible/readable by CMHC and the successor firm. <ul style="list-style-type: none"> • Please confirm your agreement. 	
7.4.33.	Please confirm if you currently employ security systems and procedures, such as: <ul style="list-style-type: none"> • Firewall that filters the required protocols and supports the logging of all access attempts. • Web server support of SSL and the use of encryption keys that are modified every two years at a minimum. • Secure authentication technology (i.e. token technology or user ID and password / password life and complexity). • Other, please describe. 	
7.4.34.	Confirm and describe security policies in place that include: <ul style="list-style-type: none"> • Regular auditing of all processes and reviews of all firewall rule sets. 	

Ref	Rated Requirements	Response
7.4.35.	<ul style="list-style-type: none"> Prohibited storage, use and access to any information for any purposes other than for the original intent. 	
7.4.36.	<ul style="list-style-type: none"> Security screening (employees and contracts have been security screened to the level specified for their position or contract, or to the minimum required to access the system, whichever is greater). 	
7.4.37.	<ul style="list-style-type: none"> Access control review (granting, modifying or revoking accesses). 	
7.4.38.	<ul style="list-style-type: none"> Security incident reporting process. 	
7.4.39.	<ul style="list-style-type: none"> Physical location/physical access control procedures (i.e. does the system reside in an area that meets the physical security requirements appropriate to its sensitivity level, is access to the site restricted to authorized personnel). 	
7.4.40.	<p>Indicate if there is redundancy in all systems supporting your production environment, including but not limited to:</p> <ul style="list-style-type: none"> Backup communication lines Backup application Backup database Backup hardware Backup power supply 	
7.4.41.	<p>Confirm and describe if you have a Disaster Recovery Facility in place that is separate from the primary production site to provide full backup and timely resumption of processing for critical systems.</p>	
7.4.42.	<p>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.</p>	

Ref	Rated Requirements	Response
7.4.43.	The proponent will provide billing information that clearly identifies the work performed and the breakdown of the related fees. <ul style="list-style-type: none"> • Provide a sample invoice. • Identify the billing frequency. 	
7.4.44.	The proponent will provide a breakdown of any other services they may provide which would be of assistance or valuable to CMHC, including, but not limited to, innovative strategies for benefit-related cost-containment.	

Proponent’s Qualifications

Further to *Section 3.3.3 Rated Requirements*, provide the proponent’s qualifications as follows:

Ref	Proponent’s Qualifications	Response
7.4.45.	Provide a description of the proponent’s organization, its history, legal status, number of full-time employees and areas of specialization, and number of full-time employees providing Benefits Consulting and Actuarial Services	
7.4.46.	How long has the proponent’s organization provided benefits consulting services?	
7.4.47.	What is the percentage of the proponent’s organization overall revenues attributable to Benefits Consulting Services for - Year 2013: - Year 2012:	
7.4.48.	What is the dollar revenues attributable to Benefits Consulting Services for - Year 2013: - Year 2012:	
7.4.49.	To how many clients did you provide Benefits Consulting Services in 2013? How many of those are federal crown corporations?	
7.4.50.	References: Provide a list of three (3) contracts of a similar size/industry/scope to CMHC which the proponent currently holds or has held over the past 24 months. For each contract, provide the following information: <ul style="list-style-type: none"> • name of the other party to the contract • client since (YYYY) • contact person name and phone number <p>Note that by providing this information, the proponent provides consent to CMHC to contact these individuals for the purpose of</p>	

Ref	Proponent's Qualifications	Response
	collecting information relating to the quality of work provided by the proponent.	
7.4.51.	If this contract is awarded to you: <ul style="list-style-type: none"> • How do you determine which administrative office clients are assigned to? 	
7.4.52.	<ul style="list-style-type: none"> • How many personnel are located in this office and what is their specific experience with the proposed work? 	
7.4.53.	<ul style="list-style-type: none"> • Please provide the CVs/Bios of the employees who will be assigned to the CMHC servicing team (i.e. client relationship, implementation, communication, administration). 	
7.4.54.	<ul style="list-style-type: none"> • Are there any actual or perceived conflicts of interest your firm may have should you be the successful proponent? 	

7.5 APPENDIX E: Response Grid – Stream 2 Pension Consulting and Services

Please consult *Appendix O: Overview of CMHC’s Pension Plans* for further details on CMHC’s pension plans. Unless otherwise explicitly stated in the detailed mandatory requirements below, *CMHC Plans* refers to the defined benefit (DB) and defined contribution (DC) components of the registered pension plan, the supplementary pension plans and the Group RRSP and Group TFSA.

The requirements identified below are in respect of Pension Consulting and Services as required by CMHC, to be performed on an as needed basis, ad hoc basis or regularly scheduled basis depending on CMHC’s requirements during the life of any contract resulting from this RFP. The day-to-day administration of the DB component of the registered pension plan and of the DB supplementary plans is performed internally by CMHC. Requests for day-to-day administration services will therefore be on an occasional basis. CMHC, by issuing this RFP and-or by entering into a contract with a proponent in respect of these services does not make any representations that any work may result from any such contract or the quantity of work which may result. Further, by issuing this RFP and/or by entering into a contract with a proponent, CMHC does not represent that any or all of the work associated with the Pension Consulting and Services will be exclusively assigned to the proponent, CMHC may perform such work internally, contract with a third party to perform such work, initiate another request for proposal for any or all of the work.

Mandatory Requirements

As stated in *Section 3.3.2 Mandatory Requirements*, to qualify as an eligible proponent, the proponent must meet all the stream’s mandatory requirements. If there are any deficiencies, list them in the *Additional Comments* column and indicate how they are to be overcome.

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.5.1.	Provide ongoing assistance in the interpretation of the CMHC Plans and its administration, as required.	<input type="checkbox"/>	
7.5.2.	Provide ongoing consultation on pension accounting issues.	<input type="checkbox"/>	
7.5.3.	Provide input as to the interpretation of the <i>Income Tax Act</i> (ITA), the <i>Pension Benefits Standards Act</i> (PBSA), the Canadian Institute of Actuaries’ (CIA) Standards, the Canadian Association of Pension Supervisory Authorities’ (CAPSA) Guidelines, the Office of the Superintendent of Financial Institutions Canada (OSFI) Directives and Guidelines and their impact on the CMHC Plans.	<input type="checkbox"/>	
7.5.4.	Provide advice on proposed changes to Government legislation, CIA Standards and CAPSA Guidelines, and their impact on the CMHC Plans.	<input type="checkbox"/>	

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.5.5.	Provide assistance in monitoring and identifying potential changes to the methods used for securing benefits under the supplementary pension plans for both the DB and DC components.	<input type="checkbox"/>	
7.5.6.	Undertake benchmarking exercises on an <i>as needed basis</i> to identify best practices, industry standards, business processes and performance metrics related to pension plans.	<input type="checkbox"/>	
7.5.7.	Provide assistance and/or perform calculations related to the administration of the DB registered and non-registered pension plans (e.g. credit splitting upon marriage breakdowns, terminations, retirements, pension transfer agreements, buybacks).	<input type="checkbox"/>	
7.5.8.	Provide assistance with the preparation of plan amendments, costing, and the appropriate filings with Government regulators.	<input type="checkbox"/>	
7.5.9.	Provide assistance in the communication of the CMHC Plans to respective members. For the Capital Accumulation Plans (CAP), this will require collaboration with the record keeper.	<input type="checkbox"/>	
7.5.10.	Assist in the communication of the benefit entitlements to individual executives, as required.	<input type="checkbox"/>	
7.5.11.	Undertake or assist in the review and/or audit of CMHC's or a third party service provider's (such as the record keeper) administrative and operational processes, systems and reporting to ensure CMHC conforms to the CMHC Plan Rules, pension-related legislation, and regulatory standards and guidelines.	<input type="checkbox"/>	

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.5.12.	Provide assistance with some or all of the RFP process if, during the term of this contract, CMHC tenders for the selection of pension-related service providers (e.g. CAP record keeper, retirement planning seminars). This may include developing the RFP's statement of work and evaluation criteria, reviewing the proposals, assisting with contract negotiation, and being involved in the implementation of the processes, systems or services with the successful proponents.	<input type="checkbox"/>	
7.5.13.	Provide for the CAP investment monitoring report (quarterly basis) and plan operation monitoring report (annually). Provide support for selection of investment managers for the CAP as well as for updates to the Statement of Investment Policies and Procedures.	<input type="checkbox"/> <input type="checkbox"/>	
7.5.14.	Present pension plan reports and recommendations to Senior Management and the Board of Directors, as required.	<input type="checkbox"/>	

Rated Requirements

Further to *Section 3.3.3 Rated Requirements* the services required include, but are not limited to the following. Please consult *Appendix O: Overview of CMHC's Pension Plans* for further details on CMHC's pension plans.

Ref	Rated Requirements	Response
7.5.15.	The proponent will demonstrate how the employees servicing CMHC will keep up-to-date with the latest information and trends with respect to new pension products, as well as CAPSA, PBSA, OSFI, IFRS and ITA, etc. regulations.	
7.5.16.	The proponent will provide, for evaluation purposes, a sample of how they will keep CMHC abreast of upcoming changes in legislative and regulatory requirements, SERPs and any other pertinent information.	
7.5.17.	The proponent will identify their procedures, tools, databases, systems or resources that are used to review pension plans, do benchmarking, keep abreast of trends, do calculations or provide a methodology which would support the feasibility of new/revised pension options, including the impact on implementing the change.	
7.5.18.	The proponent will provide, for evaluation purposes, recent communication material sent to their clients to apprise them of pension-related issues, changes, information, etc. Please describe how and when these communiqués are sent, or where they can be accessed.	
7.5.19.	The proponent will provide, for evaluation purposes, a sample of a communication and marketing strategy (excluding confidential information) that was developed to announce changes to a pension plan for a client similar to CMHC.	

Ref	Rated Requirements	Response
7.5.20.	The proponent will indicate how they will meet the requirements to provide services and communications in both official languages, including the steps to be taken to ensure that all materials are of equivalent quality in both French and English.	
7.5.21.	The proponent will demonstrate their experience (including identifying the individual) presenting reports and/or recommendations at senior management and board of director levels.	
7.5.22.	The proponent will demonstrate their experience (including identifying the individual) presenting pension benefit entitlements to individual executives.	
7.5.23.	The proponent will demonstrate their experience supporting clients with their federally registered pension plans.	
7.5.24.	The proponent will demonstrate the type of experience with all aspects of pension provisions and amendments they have had with OSFI and CRA.	
7.5.25.	The proponent will provide a list of turnaround times for the calculation of : <ul style="list-style-type: none"> <li data-bbox="284 911 602 946">• Retirement benefits <li data-bbox="284 951 478 987">• Buybacks <li data-bbox="284 992 801 1027">• Pension transfer agreements (PTA) <li data-bbox="284 1032 545 1068">• Credit splitting 	
7.5.26.		
7.5.27.		
7.5.28.		
7.5.29.	The proponent will provide sample correspondence they would send CMHC in answer to an information request on Credit Splits, PTAs, etc.	
7.5.30.	The proponent will provide detailed information on services they have provided regarding DB and DC supplementary pension plans, e.g. available options to secure benefit, trends, etc.	

Ref	Rated Requirements	Response
7.5.31. 7.5.32.	<p>The proponent will provide a recommended approach on how CMHC should proceed with the review of its DC record keeper to ensure it is meeting its administrative, operational and reporting requirements.</p> <ul style="list-style-type: none"> • In the first year after implementation. • In subsequent years. 	
7.5.33.	<p>The proponent will provide, for evaluation purposes, a sample of an investment monitoring report, a fee benchmarking analysis and a plan monitoring report that was developed for another CAP plan.</p>	
7.5.34.	<p>In certain instances CMHC requires a quick turnaround on work of an <i>ad hoc</i> nature. The proponent will demonstrate how it can adapt to unplanned work requests that often require very quick turnaround times.</p>	
7.5.35.	<p>The proponent should identify the process, if applicable, for the identification of the statement of work, the cost estimates, establishment of the deliverable/s and any formal documents that will require approval prior to starting the work.</p>	
7.5.36. 7.5.37. 7.5.38.	<p>The proponent will outline, in detail, the process by which both the perception of and actual anonymity and confidentiality of CMHC’s proprietary information will be maintained:</p> <ul style="list-style-type: none"> • Within your organization • When interacting with other clients • When interacting with government or regulatory bodies 	
7.5.39. 7.5.40.	<p>The proponent shall describe its approach to quality control including:</p> <ul style="list-style-type: none"> • details of the methods used in ensuring the quality of the work. • response mechanisms in the case of errors, omissions, delays, etc. 	

Ref	Rated Requirements	Response
7.5.41.	<p>Please confirm if you currently employ security systems and procedures, such as:</p> <ul style="list-style-type: none"> • Firewall that filters the required protocols and supports the logging of all access attempts. • Web server support of SSL and the use of encryption keys that are modified every two years at a minimum. • Secure authentication technology (i.e. token technology or user ID and password / password life and complexity). • Other, please describe. 	
7.5.42.	<p>Confirm and describe security policies in place that include:</p> <ul style="list-style-type: none"> • Regular auditing of all processes and reviews of all firewall rule sets. 	
7.5.43.	<ul style="list-style-type: none"> • Prohibited storage, use and access to any information for any purposes other than for the original intent. 	
7.5.44.	<ul style="list-style-type: none"> • Security screening (employees and contracts have been security screened to the level specified for their position or contract, or to the minimum required to access the system, whichever is greater). 	
7.5.45.	<ul style="list-style-type: none"> • Access control review (granting, modifying or revoking accesses). 	
7.5.46.	<ul style="list-style-type: none"> • Security incident reporting process. 	
7.5.47.	<ul style="list-style-type: none"> • Physical location/physical access control procedures (i.e. does the system reside in an area that meets the physical security requirements appropriate to its sensitivity level, is access to the site restricted to authorized personnel). 	

Ref	Rated Requirements	Response
7.5.48.	Indicate if there is redundancy in all systems supporting your production environment, including but not limited to: <ul style="list-style-type: none"> • Backup communication lines • Backup application • Backup database • Backup hardware • Backup power supply 	
7.5.49.	Confirm and describe if you have a Disaster Recovery Facility in place that is separate from the primary production site to provide full backup and timely resumption of processing for critical systems.	
7.5.50.	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.	
7.5.51.	The proponent will provide billing information that clearly identifies the work performed and the breakdown of the related fees. <ul style="list-style-type: none"> • Provide a sample invoice • Identify the billing frequency 	
7.5.52.	The proponent will provide a breakdown of any other services they may provide which would be of assistance or valuable to CMHC, including, but not limited to, innovative strategies for pension benefit-related cost-containment.	

Proponent’s Qualifications

Further to *Section 3.3.3 Rated Requirements*, provide the proponent’s qualifications as follows:

Ref	Proponent’s Qualifications	Response
7.5.53.	Provide a description of the proponent’s organization, its history, legal status, number of full-time employees, areas of specialization and number of full-time employees providing Pension Consulting and Services.	
7.5.54.	How long has the proponent’s organization provided pension consulting and services?	
7.5.55.	What is the percentage of the proponent’s organization overall revenues attributable to Pension Consulting and Services for - Year 2013: - Year 2012:	
7.5.56.	What is the dollar revenues attributable to Pension Consulting and Services for - Year 2013: - Year 2012:	
7.5.57.	To how many clients did you provide Pension Consulting and Services in 2013? How many of those are subject to the <i>Pension Benefits Standards Act</i> ? How many of those are federal crown corporations?	

Ref	Proponent's Qualifications	Response
7.5.58.	<p>References: Provide a list of three (3) contracts of a similar size and scope to CMHC's which the proponent currently holds or has held over the past 24 months. For each contract, provide the following information:</p> <ul style="list-style-type: none"> • Name of the other party to the contract • client since (YYYY) • contact person name and phone number • pension plan structure (DC, DB, supplemental, executive) <p>Note that, by providing this information, the proponent provides consent to CMHC to contact these individuals for the purpose of collecting information relating to the quality of work provided by the proponent.</p>	
7.5.59.	<p>If this contract is awarded to you:</p> <ul style="list-style-type: none"> • How do you determine which administrative office clients are assigned to? 	
7.5.60.	<ul style="list-style-type: none"> • How many personnel are located in this office and what is their specific experience with the proposed work? 	
7.5.61.	<ul style="list-style-type: none"> • Please provide the CVs/Bios of the employees who will be assigned to the CMHC servicing team (i.e. client relationship, implementation, communication, administration). 	
7.5.62.	<ul style="list-style-type: none"> • Are there any actual or perceived conflicts of interest your firm may have should you be the successful proponent? 	

7.6 APPENDIX F: Response Grid – Stream 3 Pension Actuarial Services

Using actuarial modules customized to CMHC’s pension plans, the actuarial valuation services include, but are not limited to the following components. Please consult *Appendix O: Overview of CMHC’s Pension Plans* and *Appendix P: Actuarial Valuation Projection Sample Template* for further details.

The requirements set out below are in respect of Pension Actuarial Services as required by CMHC, to be performed on an as needed basis, ad hoc basis or regularly scheduled basis depending on CMHC’s requirements during the life of any contract resulting from this RFP. CMHC, by issuing this RFP and-or by entering into a contract with a proponent in respect of these services does not make any representations as to the quantity of work which may result.

In this section, the proponent shall provide detailed information relative to the service requirements listed below. Detailed responses to the service requirements should describe how the proposal meets each requirement. If there are any deficiencies, list them and indicate how they are to be overcome. You should describe the flexibility of the service where it is over and above that stated as a requirement. Proponents are encouraged to refer to and attach any supporting documentation which clearly and concisely describes their service capabilities. In addition, any sample report and/or supporting documentation will be at no cost to CMHC.

Mandatory Requirements

As stated in *Section 3.3.2 Mandatory Requirements*, to qualify as an eligible proponent, the proponent must meet all the stream’s mandatory requirements.

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.6.1	<p>Provide, as at 31 December 2014 and normally annually subsequently, a full actuarial valuation of the basic pension plan in accordance with OSFI requirements, the PBSA and its regulations, with CRA requirements, the ITA and its regulations and accepted actuarial practices. This should include:</p> <ul style="list-style-type: none"> • Receipt and checks of membership and plan assets data which includes usual queries on data and adjustments. • Determination of the funded position of CMHC’s basic pension plan, based on a going concern, solvency and other basis as required by OSFI, the PBSA and actuarial standards. 	<input type="checkbox"/>	

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.6.2	<ul style="list-style-type: none"> • Recommendation with respect to the contributions to be made to the DB and DC components of the basic pension plan. • Preparation of a summary and presentation of the results and actuarial opinion to CMHC. Would involve review and potential reasonable modification requests from CMHC. <hr/> <ul style="list-style-type: none"> • It is expected that there will be changes in assumptions (mainly but not exclusive to: discount rates, inflation/indexation, rate of salary increase and incentive compensation) 	<input type="checkbox"/>	
7.6.3	<ul style="list-style-type: none"> • Preparation of an actuarial valuation report, with complete disclosures, to be reviewed by CMHC and edited as required 	<input type="checkbox"/>	
7.6.4	<ul style="list-style-type: none"> • Filing of the actuarial valuation report and the actuarial certification required by OSFI and Revenue Canada. 	<input type="checkbox"/>	
7.6.5	As at 31 December 31 2014 and annually subsequently, CMHC will require:	<input type="checkbox"/>	

Ref	Mandatory Requirements	Yes ✓	Additional Comments
7.6.6	<ul style="list-style-type: none"> • If no actuarial valuation is performed (see item above), an extrapolation of the funded position of CMHC’s basic pension plan, based on a going concern, solvency and IAS 19 basis. <p>The extrapolation should assume there will be changes in assumptions, mainly but not exclusive to: discount rates, inflation/indexation, rate of salary increase and incentive compensation</p> <ul style="list-style-type: none"> • Provide results, reports and disclosures as required by Canadian Accounting Standards (currently CICA 4600) for the basic pension plan financial statements. 	<input type="checkbox"/>	
7.6.7	<ul style="list-style-type: none"> • Determination of results (including the following year expected pension expense and cash flows), reports and disclosures and impact of changes in assumptions (sensitivities) as required by IFRS (currently IAS 19 revised 2011 and IAS 24 – <i>Related Party Disclosures</i>) for CMHC’s financial statements. 	<input type="checkbox"/>	
7.6.8	<p>Provide on a semi-annual basis a five (5) year projections of actuarial valuation results of the basic plan based on certain assumptions provided by CMHC for a baseline scenario and possibly additional scenarios. A sample template of the information required from the projections is shown in <i>Appendix P: Actuarial Valuation Projection Sample Template</i>.</p> <ul style="list-style-type: none"> • The first production of projections would be provided with the complete valuation or extrapolation at year end. 	<input type="checkbox"/>	

Ref	Mandatory Requirements	Yes ✓	Additional Comments
	<ul style="list-style-type: none"> The timing of the second production would be at CMHC's discretion. 		
7.6.9	Provide annual actuarial valuations of the DB SERPs for purposes of the establishment of the value of the Letters of Credit.	<input type="checkbox"/>	
7.6.10	Provide annual actuarial valuations of the DB SERPs for the purposes of the accounting requirements in accordance with International Financial Reporting Standards (currently IAS 19 revised 2011 - <i>Employee Benefits</i>) including support for assumptions and related disclosures (including IAS 24 – <i>Related Party Disclosures</i>) for financial reporting purposes.	<input type="checkbox"/>	
7.6.11	Prepare five (5) year extrapolation of valuation and accounting results of DB SERPs.	<input type="checkbox"/>	
7.6.12	In accordance with current standards and current practice for CMHC, the full actuarial valuation involves the determination of a replicating portfolio and a margin for adverse deviation for the solvency valuation	<input type="checkbox"/>	
7.6.13	Provide CMHC with ongoing assistance as to the interpretation of the <i>Income Tax Act</i> and <i>Pension Benefits Standards Act</i> and its impact on the CMHC pension plans.	<input type="checkbox"/>	
7.6.14	Provide advice and assistance to CMHC as to proposed changes to legislation, actuarial standards and their impact on all CMHC pension plans.	<input type="checkbox"/>	
7.6.15	Provide Cost Certificates as required by legislation for filing plan amendments with OSFI and CRA.	<input type="checkbox"/>	

Rated Requirements

Ref	Rated Requirements	Response
7.6.16.	Provide a sample actuarial valuation report (excluding confidential information) for a registered pension plan developed for a client similar in characteristics to CMHC.	
7.6.17.	<p>The proponent will elaborate on their approach for performing an actuarial valuation for the CMHC basic pension plan (i.e. verification of data, determination of assumptions, proposed discount rates or methods for the valuation of liabilities, proposed valuation methodologies of assets, variance in results from current year to the previous year). Must provide details for each valuation basis:</p> <ul style="list-style-type: none"> • going concern • solvency (elaborate on approach for the development of a replicating portfolio and MADs as required) • IAS 19 • Hypothetical wind-up 	
7.6.18.	Elaborate on your pricing basis for the determination of the required replicating portfolio above.	
7.6.19.	<p>The proponent will elaborate on internal corporate standards, including corporate standards for acceptable assumptions. If applicable, must provide maximum internal corporate standards that would have been applicable to the CMHC basic pension plan for discount rates as at 31 December 2013 for all valuation basis:</p> <ul style="list-style-type: none"> • going concern • solvency • IAS 19 • Hypothetical wind-up 	

Ref	Rated Requirements	Response
7.6.20.	The proponent will provide the turnaround times for the actuarial valuation of the basic pension plan. Provide detail: how long after December 31 is the proponent’s capital market data information ready; from the capital market’s data, how long to develop the going concern discount rate assumption and the replicating portfolio for the solvency valuation.	
7.6.21.	The proponent will elaborate on their approach for performing an actuarial valuation for the CMHC DB supplementary plans (e.g. verification of data, determination of assumptions, proposed discount rates or methods for the valuation of liabilities, variance in results from current year to the previous year). Must provide details for purposes of the letters of credit and for IAS basis.	
7.6.22.	The proponent will elaborate on their approach for the extrapolation of funded positions.	
7.6.23.	The proponent will elaborate on their approach for the projection of actuarial valuation and accounting results.	
7.6.24.	Provide a sample report for purposes of reporting under requirements of each CICA 4600 and IAS 19 revised 2011.	

Ref	Rated Requirements	Response
7.6.25.	The proponent will elaborate on the availability of a model or tools to be used by CMHC to project actuarial valuation results, including contributions, under all valuation basis (going concern, solvency, IAS 19 revised 2011) with flexibility for scenario testing mainly in respect of: discount rates (all valuation bases), inflation, rate of salary increase, contributions (minimum , maximum, fixed amounts). The projection of accounting results will be required for quarterly reporting.	
7.6.26.	The proponent will demonstrate the type of experience they have had, in relation to pension plans, with OSFI and CRA.	
7.6.27.	The proponent will outline their strategy for determining and communicating the impact (quantitative and qualitative) to the CMHC Pension Plan of any changes in legislation, regulations, accounting or actuarial standards.	
7.6.28.	The proponent will indicate how they will meet the requirements to provide services and communications in both official languages, including the steps to be taken to ensure that all materials are of equivalent quality in both French and English.	
7.6.29.	In certain instances, CMHC requires a quick turnaround on work of an <i>ad hoc</i> nature. The proponent will demonstrate how it can adapt to unplanned work requests that often require very quick turnaround times.	
7.6.30.	The proponent should identify the process, if applicable, for the identification of the statement of work, the cost estimates, establishment of the deliverables and any formal documents that will require approval prior to starting a work request.	

Ref	Rated Requirements	Response
7.6.31.	The proponent will provide a breakdown of any other services they may provide which would be of assistance or valuable to CMHC.	
7.6.32.	The proponent shall describe its approach to quality control including: <ul style="list-style-type: none"> • details of the methods used in ensuring the quality of the work. • response mechanisms in the case of errors, omissions, delays, etc. 	
7.6.33. 7.6.34. 7.6.35.	The proponent will outline, in detail, the process by which both the perception of and actual anonymity and confidentiality of CMHC’s proprietary information will be maintained: <ul style="list-style-type: none"> • Within your organization • When interacting with other clients • When interacting with government or regulatory bodies 	
7.6.36.	Please confirm if you currently employ security systems and procedures, such as: <ul style="list-style-type: none"> • Firewall that filters the required protocols and supports the logging of all access attempts. • Web server support of SSL and the use of encryption keys that are modified every two years at a minimum. • Secure authentication technology (i.e. token technology or user ID and password / password life and complexity). • Other, please describe. 	
7.6.37.	Confirm and describe security policies in place that include: <ul style="list-style-type: none"> • Regular auditing of all processes and reviews of all firewall rule sets. 	

Ref	Rated Requirements	Response
<p>7.6.38.</p> <p>7.6.39.</p> <p>7.6.40.</p> <p>7.6.41.</p> <p>7.6.42.</p>	<ul style="list-style-type: none"> • Prohibited storage, use and access to any information for any purposes other than for the original intent. • Security screening (employees and contracts have been security screened to the level specified for their position or contract, or to the minimum required to access the system, whichever is greater). • Access control review (granting, modifying or revoking accesses). • Security incident reporting process. • Physical location/physical access control procedures (i.e. does the system reside in an area that meets the physical security requirements appropriate to its sensitivity level, is access to the site restricted to authorized personnel). 	
<p>7.6.43.</p>	<p>Indicate if there is redundancy in all systems supporting your production environment, including but not limited to:</p> <ul style="list-style-type: none"> • Backup communication lines • Backup application • Backup database • Backup hardware • Backup power supply 	
<p>7.6.44.</p>	<p>Confirm and describe if you have a Disaster Recovery Facility in place that is separate from the primary production site to provide full backup and timely resumption of processing for critical systems.</p>	
<p>7.6.45.</p>	<p>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.</p>	

Ref	Rated Requirements	Response
7.6.46.	The proponent will provide billing information for a registered pension plan that clearly identifies the work performed and the breakdown of the related fees. <ul style="list-style-type: none"> • Provide a sample invoice. • Identify the billing frequency 	
7.6.47.	The proponent will provide a breakdown of any other services they may provide which would be of assistance or valuable to CMHC.	

Proponent’s Qualifications

Further to Section 3.3.3 Rated Requirements, provide the proponent’s qualifications as follows:

Ref	Proponent’s Qualifications	Response
7.6.48.	Provide a description of the proponent’s organization, its history, legal status, number of full-time employees, areas of specialization and number of full-time employees providing Pension Actuarial Services.	
7.6.49.	How long has the proponent’s organization provided pension actuarial services?	
7.6.50.	What is the percentage of the proponent’s organization overall revenues attributable to pension actuarial core services for - Year 2013: - Year 2012:	
7.6.51.	What is the dollar revenues attributable to pension actuarial core services for - Year 2013: - Year 2012:	
7.6.52.	To how many clients did you provide pension actuarial core services in 2013? How many of those are subject to the <i>Pension Benefits Standards Act</i> ? How many of those are federal crown corporations?	
7.6.53.	References: Provide a list of three (3) contracts of a similar size and scope to CMHC’s which the proponent currently holds or has held over the past 24 months. For each contract, provide the following information: • name of the other party to the contract • client since (YYYY)	

Ref	Proponent's Qualifications	Response
	<ul style="list-style-type: none"> • contact person name and phone number • pension plan structure (DB, DC, supplemental, executives) <p>Note that by providing this information, the proponent provides consent to CMHC to contact these individuals for the purpose of collecting information relating to the quality of work provided by the proponent.</p>	
7.6.54.	<p>If this contract is awarded to you:</p> <ul style="list-style-type: none"> • How do you determine which administrative office clients are assigned to? 	
7.6.55.	<ul style="list-style-type: none"> • How many personnel are located in this office and what is their specific experience with the proposed work? 	
7.6.56.	<ul style="list-style-type: none"> • Please provide the CVs/Bios of the employees who will be assigned to the CMHC servicing team (i.e. client relationship, implementation, communication, administration). 	
7.6.57.	<ul style="list-style-type: none"> • Are there any actual or perceived conflicts of interest your firm may have should you be the successful proponent? 	

7.7 APPENDIX G: Pricing Proposal Response Grid – Stream 1 Benefits Consulting and Actuarial Services

The Proponent will provide a fixed fee or hourly rates as applicable for the following services. The Proponent will also confirm the period of time, from contract award, their rates will be fixed.

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.

Ref		Hourly Rate	Response
7.7.1.	<p>Based on the type of services identified in Appendix D, please provide the hourly rates that would be charged to CMHC for each team member that would be involved in supporting the CMHC account, based on the following descriptive of experience expectations.</p> <ul style="list-style-type: none"> • Senior consultant: Staff highly skilled and with a large experience providing strategic advice to employer and Board with respect to actuarial and benefits solutions. We expect the Senior Consultant to be a Fellow of the Canadian Institute of Actuaries or with equivalent experience, with at least 20 years of experience in the relevant benefit field. • Consultant: Staff providing employer and Board with respect to actuarial and benefits solutions. We expect the Consultant to be a Fellow of the Canadian Institute of Actuaries or with equivalent experience, with at least 10 years of experience in the relevant benefit field. • Senior analyst: Staff with experience in providing support to Consultant and Senior Consultant for the preparation of requested information regarding actuarial and benefits solutions. We expect the senior analyst to have at least 5 years of experience in the relevant benefit field. • Junior analyst: Staff providing support to senior analyst for preparation of requested information regarding actuarial and benefits solutions. • Admin/staff support: We are not expected to be charged for any clerical work performed by administration support staff • Please elaborate on any different expectation - list each role (one per row, add rows as required). 		

Ref		Fixed Fee	Response
7.7.2.	Review of annual results of the financial health of CMHC’s Group Insurance Benefits Plan. <ul style="list-style-type: none"> • Please list each cost (one per row, add rows as required) • Estimated Total Cost 		
7.7.3.	Assistance in the review of the letter of financial agreement as it pertains to the review of administrative fees, premium rates and retention fees. <ul style="list-style-type: none"> • Please list each cost (one per row, add rows as required) • Estimated Total Cost 		
7.7.4.	Cost for the preparation of a post-employment and post-retirement actuarial valuation (including required IFRS 19 revised 2011 and IAS 24 disclosures and 5 year projection of the valuation and accounting results). <ul style="list-style-type: none"> • Please list each cost (one per row, add rows as required) • Estimated Total Cost 		
7.7.5.	Other additional expenses such as travel costs which might apply if the Proponent needs to meet with CMHC representatives. These costs must be in line with Treasury Board Guidelines. <ul style="list-style-type: none"> • Please identify (one per row, add rows as required) 		
7.7.6.	Please elaborate on translation costs if not already included in above fees.		
7.7.7.	Confirm the period of time, from contract award, that the rates identified above will be fixed.		
7.7.8.	<ul style="list-style-type: none"> • Based on 7.7.7, if applicable, identify the proposed rate increases for the outer years until the end of the term (including those covered by the options for renewal). 		

7.8 APPENDIX H: Pricing Proposal Response Grid – Stream 2 Pension Consulting and Services

The Proponent will provide a fixed fee or hourly rates as applicable for the following services. The Proponent will also confirm the period of time, from contract award, their rates will be fixed.

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.

Ref		Hourly Rates	Response
7.8.1.	<p>Provide the hourly rates that would be charged to CMHC for each team member that would be involved in supporting the CMHC account, based on the following descriptive of experience expectations.</p> <ul style="list-style-type: none"> • Senior consultant: Staff highly skilled and with a large experience providing strategic advice to employer, Board, Trustees and pension committee with respect to actuarial and pension. We are expecting the Senior Consultant to be a Fellow of the Canadian Institute of Actuaries or with equivalent experience, with at least 20 years of experience in the relevant pension field. • Consultant: Staff providing employer, Board, Trustees and pension committee with respect to actuarial and pension solutions. We are expecting the Consultant to be a Fellow of the Canadian Institute of Actuaries or with equivalent experience, with at least 10 years of experience in the relevant pension field. • Senior analyst: Staff with experience in providing support to Consultant and Senior Consultant for preparation of requested information regarding actuarial and pension solutions, We are expecting the senior analyst to have at least 5 years of experience in the relevant pension field. • Junior analyst: Staff providing support to senior analyst for preparation of requested information regarding actuarial and pension solutions. • Admin/staff support: We are not expected to be charged for any clerical work performed by administration support staff. • Please elaborate on any different expectation- list each role (one per row, add rows as required) 		

Ref		Fixed Fee	Response
7.8.2. 7.8.3. 7.8.4. 7.8.5. 7.8.6. 7.8.7. 7.8.8.	Please provide the cost to do the following calculations for benefits from the DB component of the registered pension plan: <ul style="list-style-type: none"> • Termination and retirement benefits (including pension options, spousal pensions) • Buybacks <ul style="list-style-type: none"> ○ Going concern methodology • Credit splitting as per Ontario Family Act • Transfer amount (going concern actuarial value) for pension transfer agreements • Marriage after retirement/during deferred period (actuarial equivalence) • Death benefits (for spousal or other beneficiary) • Provide the impact on the fees above for also calculating termination/retirement/marriage after retirement/during deferral period/death benefits for entitlements under supplementary plans 		
7.8.9.	Other additional expenses such as travel costs which might apply if the Proponent needs to meet with CMHC representatives. These costs must be in line with Treasury Board Guidelines. <ul style="list-style-type: none"> • Please identify (one per row, add rows as required) 		
7.8.10.	Please elaborate on translation costs if not already included in above fees.		
7.8.11.	Confirm the period of time, from contract award, that the rates identified above will be fixed.		
7.8.12.	<ul style="list-style-type: none"> • Based on 7.8.11, if applicable, identify the proposed rate increases for the outer years until the end of the term (including those covered by the options for renewal) 		

7.9 APPENDIX I: Pricing Proposal – Stream 3 Pension Actuarial Services

The Proponent will provide a fixed fee or hourly rates as applicable for the following services. The Proponent will also confirm the period of time, from contract award, their rates will be fixed.

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.

Ref		Hourly Rates	Response
7.9.1.	<p>Provide the hourly rates that would be charged to CMHC for each team member that would be involved in supporting the CMHC account, based on the following descriptive of experience expectations.</p> <ul style="list-style-type: none"> • Senior consultant: Staff highly skilled and with a large experience providing strategic advice to employer, Board, Trustees and pension committee with respect to actuarial and pension. We are expecting the Senior Consultant to be a Fellow of the Canadian Institute of Actuaries or with equivalent experience, with at least 20 years of experience in the relevant pension field. • Consultant: Staff providing employer, Board, Trustees and pension committee with respect to actuarial and pension solutions. We are expecting the Consultant to be a Fellow of the Canadian Institute of Actuaries or with equivalent experience, with at least 10 years of experience in the relevant pension field. • Senior analyst: Staff with experience in providing support to Consultant and Senior Consultant for preparation of requested information regarding actuarial and pension solutions, We are expecting the senior analyst to have at least 5 years of experience in the relevant pension field. • Junior analyst: Staff providing support to senior analyst for preparation of requested information regarding actuarial and pension solutions. • Admin/staff support: We are not expected to be charged for any clerical work performed by administration support staff. 		

Ref		Fixed Fee	Response
7.9.2.	<p>Costs related to the work outlined in Appendix F for each item 7.6.1 to 7.6.11. If items are combined in a cost, please specify what items are covered in the cost provided.</p> <ul style="list-style-type: none"> • Please identify (one per row, add rows as required) • Estimated Total Cost 		
7.9.3.	<p>Cost for a model or tools as described in Appendix F, item 7.6.25.</p> <ul style="list-style-type: none"> • provide initial costs • provide costs to update model or tools based on most recent actuarial valuation • provide detail for any additional costs 		
7.9.4.	<p>Other additional expenses such as travel costs which might apply if the Proponent needs to meet with CMHC representatives. These costs must be in line with Treasury Board Guidelines.</p> <ul style="list-style-type: none"> • Please identify (one per row, add rows as required) 		
7.9.5.	<p>Please elaborate on translation costs if not already included in above fees.</p>		
7.9.6.	<p>Confirm the period of time, from contract award, that the rates identified above will be fixed.</p>		
7.9.7.	<ul style="list-style-type: none"> • Based on 7.9.6, if applicable, identify the proposed rate increases for the outer years until the end of the term (including those covered by the options for renewal) 		

7.10 APPENDIX J: Draft Services Agreement

DRAFT SERVICES AGREEMENT

CMHC FILE No. 201401389

THIS AGREEMENT (the “Agreement”)

BETWEEN **CANADA MORTGAGE AND HOUSING CORPORATION**
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7
(hereinafter referred to as "CMHC")

AND

(hereinafter referred to as "the Contractor")

(each individually a “Party”, collectively the “Parties”)

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

Article 1.0 - The Services

- 1.1** The Contractor covenants and agrees to provide (add a general description of services based on the stream(s)) in accordance with the Statement of Work attached as Appendix “A” (the “Services”).
- 1.2** The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.
- 1.3** A complete list of CMHC sites to be serviced is provided in the RFP and shall form part of this Agreement.

Article 2.0 - Term of the Agreement

- 2.1** The term of the Agreement shall be for a period of 5 years commencing on 01 August 2014 and terminating on 31 July 2019 (the “Term”).
- 2.2** This Agreement may be renewed, at the sole discretion of CMHC, for three (3) additional one-year periods, not to exceed a cumulative total of eight (8) years, including the initial Term. At least 90 days prior to the end of the Term or renewal term, the Contractor shall send a letter indicating the Contractor's desire to renew for an additional one-year term. CMHC shall, within thirty (30) days after receiving the Contractor's letter, advise the Contractor in writing of CMHC's decision to either renew the Agreement or to allow it to expire.
- 2.3 Termination**

No fault termination

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

Termination for Default of Contractor

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

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

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

CMHC's Obligations upon Termination

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

Contractor's Obligations upon Termination

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

2.4 Termination Assistance

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

Article 3.0 – Financial

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

3.3 Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

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

Version I

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

Version II

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

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

3.4 Invoicing

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

All invoices must make reference to this Agreement by quoting CMHC file number 201401389.

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the services were performed in accordance with the terms and conditions of the Agreement. In the event that the services do not meet the standards set out in the Agreement, CMHC may take such action as reasonably necessary to correct the Contractor's default, including, without limitation, the following:

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

3.5.1 Method of Payment

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

3.5.2 Direct Deposit and Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers, including the Contractor's social insurance number and/or corporate identification number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.6 Audit

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. The Contractor agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein.

The Contractor agrees to provide the 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 the CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

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

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

4.2 Confidentiality and Non-Disclosure of CMHC Information **MANDATORY**

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

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

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

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

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

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

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

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, or other competent authority, the Contractor shall notify CMHC promptly after discovering the potential of disclosure of 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, take all reasonable steps to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

4.3. Contractor's Indemnification

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

and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

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

4.4. Independent Contractor

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

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

4.5. Contractor's Authority

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

4.6. Corporation Identification

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

4.7. Conflict of Interest

MANDATORY

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

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

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

Agreement. All work product that has been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

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

4.8. Insurance

A) Commercial General Liability Insurance

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

- broad form property damage
- cross liability including severability of interest
- personal injury
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured
- 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- 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 and Omissions Liability

The Contractor will provide and maintain Professional Liability insurance for a limit of not less than \$25,000,000. 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 the Contractor's 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

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 this Section 4.8. In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 4.8 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 4.8.

A Certificate of Insurance meeting the above requirements contained in the policies 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 pursuant to Section 4.8, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance with an insurer licensed to do business in Canada 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 at its own expense.

4.9. No Limitation

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

4.10. Non-Compliance

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

4.11. Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and

other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

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

4.12. Non-Waiver

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

4.13. Laws Governing Agreement

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

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

4.14. Official Languages

MANDATORY

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

4.15. Access to CMHC Property

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

4.16. Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Section 3.1 shall be adjusted accordingly, provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.17. Extras

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

4.18. Assignment of the Agreement

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

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

4.19. Closure of CMHC Offices or Suspension of Operations

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

4.20. Severability

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

4.21. Scope of Agreement

This Agreement contains all of the agreements of the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties except those set out herein or

attached as Specifications, Conditions and Addendum and signed by both Parties. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.22. Binding

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

Article 5.0 - Agreement Administration

5.1 Agreement Administrator

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

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

5.2 Notices

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

To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name _____.

Title _____.

Room _____.

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone: _____.

Email: _____.

To the Contractor at the following address:

Name _____.

Title _____.

Room _____.

Phone: _____

Email: _____

Article 6.0 - Documents comprising the Agreement

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

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

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

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

IN WITNESS WHEREOF this Agreement has been executed by duly authorized officers of the Parties as follows:

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

Date: _____ **Date:** _____

The following appendices will be provided following confirmation of the prequalification criteria and receipt of the signed confidentiality and non-disclosure agreement from the proponent:

- 7.11 APPENDIX K: Benefits at a Glance**
- 7.12 APPENDIX L: Plan Summary Details - Employee Benefits**
- 7.13 APPENDIX M: Plan Summary Details - Retiree Benefits**
- 7.14 APPENDIX N: Premium Rate History**
- 7.15 APPENDIX O: Overview of CMHC's Pension Plans**
- 7.16 APPENDIX P: Actuarial Valuation Projection**

7.17 APPENDIX Q: Illustration of the Methodology for Shortlisted and Leading Proponents

For illustration purposes, all companies are assumed to have confirmed and signed the Prequalification Criteria and the Confidentiality and Non-disclosure Agreement (Section 1.2); all companies are also assumed to have met the Mandatory Requirements.

- 1) Companies are first evaluated based on Proponent's Qualifications and Response to Rated Requirements. Scores per stream and combined scores are calculated based on the weighting provided.

Company	Stream 1	Stream 2	Stream 3	Combined Score
A	635	675	540	613
B	650	620	640	634
C	580	615	675	632
D	625	560	650	609
E	560	660	660	640
F	615	620	600	611

- 2) For each stream, the leading score is identified and, for each company, the positioning percentage is determined.

Leading Score	Stream 1	Stream 2	Stream 3
Company	650	675	675
A	2.3%	0.0%	20.0%
B	0.0%	8.1%	5.2%
C	10.8%	8.9%	0.0%
D	3.8%	17.0%	3.7%
E	13.8%	2.2%	2.2%
F	5.4%	8.1%	11.1%

- 3) The shortlist is based on the above results.

Company	Shortlist Consideration	Reason
A	No*	Not within 15% for each stream
B	Yes	Within 15% for each stream
C	Yes	Within 15% for each stream
D	No	Not within 15% for each stream
E	Yes	Within 15% for each stream
F	Yes	Within 15% for each stream

The shortlist selection will be between B, C, E and F.

If CMHC selects three companies for the shortlist, the companies with the greatest combined score will be shortlisted: B, C and E.*

*However, at its discretion, CMHC could consider A since it is a leader in one Stream, i.e. Stream 2.

- 4) Pricing and interviews are evaluated for the shortlisted group. Overall scores per stream and overall combined scores are calculated based on the weighting provided.

Company	Stream 1	Stream 2	Stream 3	Overall Combined Score
B	950	940	900	926
C	895	945	950	937
E	840	960	960	936

5) For each stream, the leading overall score is identified and for each company the positioning percentage is determined.

	Stream 1	Stream2	Stream 3
Leading Overall Score	950	960	960
Company			
B	0.0%	2.1%	6.3%
C	5.8%	1.6%	1.0%
E	11.6%	0.0%	0.0%

6) The leading proponent is determined as follows:

- Amongst the shortlisted proponents who submitted a proposal for all three streams, none is within 5% of the proponent having the highest overall score for each stream;
- Amongst the shortlisted proponents who submitted a proposal for all three streams, two are within 10% of the proponent having the highest overall score for each stream, i.e., company B and company C;
- The selection will be based on the proponent between B and C having the highest overall combined score, in this case company C.

7) At its discretion, CMHC could consider to select the leading proponent of each stream independently; in this case, company B for Stream 1 and company E for Stream 2 and Stream 3. Pricing, overall scores per stream and overall combined scores would have been re-determined to account for pricing differentials should potential discounts have been offered for combination of streams, as per Section 4.9.

Section 8.1 – PREQUALIFICATION CRITERIA

Upon confirmation that the respondent meets all prequalification criteria below and signature of the Confidentiality and Non-disclosure Agreement (Section 8.2), respondents to this RFP will be provided with the RFP Appendices on Benefits and Pension Benefits details (Appendices K to P inclusively). The confirmation and the executed Non-disclosure Agreement, which must be dated and signed by an authorized signatory of the respondent, are to be returned to the contact person named in the RFP in Section 2.4.

To qualify as an eligible proponent, you must meet the following requirements. Please confirm.

Services Provided

We provide the required services in both English and French.

We provide actuarial services.

Clients Experience – For Pension Consulting and Services (Stream 2) and Pension Actuarial Services (Stream 3)

Amongst our current clients, we do provide pension consulting and pension actuarial services for pension plans subject to the *Pension Benefits Standards Act* (PBSA) legislation, of which at least one is a federal Crown corporation.

PROPONENT [Confirm full legal name]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

Section 8.2 – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made as of _____, 2014, between

Canada Mortgage and Housing Corporation
("CMHC")
and

[confirm full legal name]
(the "Proponent").

WHEREAS, in connection with a Request for Proposal that has been issued by CMHC with respect to the provision of Benefits Consulting and Actuarial Services, Pension Consulting and Services, and Pension Actuarial Services (the "RFP"), CMHC will make available to the Contractor certain confidential and proprietary information regarding CMHC, its employees and retirees, its benefits and its pension benefits in order to allow the Contractor to make decisions with respect to the preparation and submission of a proposal;

NOW THEREFORE, FOR VALUE RECEIVED, the parties agree as follows:

Article 1: Confidential Information

"**Confidential Information**" means all non-public information of CMHC and the CMHC benefit and pension plans, and all personal information of CMHC employees and retirees, disclosed to the Proponent in aggregate or otherwise, including, without limitation, any functional, technical, actuarial, operational and business information relating to CMHC or its pension or benefit plans including, but not limited to, demographics, governance, policies, procedures, assumptions, pension and benefit details, financial and actuarial data, product/service specifications and designs, data models, member data, pension fund performance and operations, actuarial valuation, development plans and communication plans. It also includes information orally disclosed if the disclosing party indicates at the time of disclosure the confidential or proprietary nature of the information.

Article 2: Restrictions on Use and Disclosure of Confidential Information

2.1 Confidentiality. The Proponent shall hold the Confidential Information in the strictest of confidence, and shall not disclose, directly or indirectly, any Confidential Information to any person or entity outside of the Proponent without the prior written consent of CMHC. The Proponent shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of Confidential Information, including but not limited to, ensuring that Confidential Information is disclosed only to those of its and its affiliates' officers and employees who: (a) have a need to know the same; (b) have been advised of the proprietary and confidential nature of the information, and the confidentiality obligations set out in this Agreement; and (c) who are bound by a similar duty of confidentiality.

2.2 Use. The Proponent agrees to use the Confidential Information solely for the purpose of making decisions related to the preparation and submission of a proposal in response to the RFP and not for any other purpose.

2.3 Return of Documents. The Proponent agrees that all originals, copies, records, notes and summaries (paper or electronic) of any nature provided by CMHC, including the Confidential Information, and all copies thereof, shall be surrendered or, at CMHC's option, certified destroyed, to CMHC immediately upon request. The Proponent shall notify CMHC immediately upon discovery of any unauthorized use or disclosure of the Confidential Information.

Article 3: Remedies

3.1 The Proponent agrees that a breach by it of any term or condition of this Agreement would result in serious and irreparable harm to CMHC which could not be completely compensated by monetary damages. The Proponent expressly agrees that CMHC shall be entitled to secure an appropriate legal remedy, including injunction or declaratory judgment, in the event of a breach or threatened breach of any term of this Agreement to enable CMHC to protect its rights hereunder.

3.2. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by CMHC to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

3.3 The Proponent agrees to indemnify and hold harmless CMHC from and against all losses, expenses, claims and liability arising out of any breach by the Proponent or its affiliates, or their respective officers, employees or representatives of this Agreement.

Article 4: General

4.1 Notices. All notices required under this Agreement shall be in writing and shall be deemed to have been given on the next day by fax or other electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addresses indicated below unless written notification of change of address shall have been given.

If to CMHC: CANADA MORTGAGE AND HOUSING CORPORATION
700 Montreal Road
Ottawa, Ontario K1A 0P7

Attention: [insert name]
Fax: [insert fax no]

If to Proponent: [insert details as above]

4.2 Amendment. Except as otherwise provided herein, this Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by both parties.

4.3 Access to Information Legislation. The Proponent expressly acknowledges that as a federal crown corporation, CMHC is subject to access to information legislation. Nothing herein is intended to restrict the application of access to information legislation.

4.4 Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes any other agreement or discussion, oral or written. This Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

4.5 Severability. If any part of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

4.6 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario, to which jurisdiction the parties attorn notwithstanding their current or future domicile.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.

4.8 Continuing Obligations. The Confidential Information provided to the Proponent shall retain its confidential nature and the requirements of use and confidentiality shall survive termination of this Agreement and the return of any Confidential Information.

4.9 Assignment. This Agreement may not be assigned or transferred in whole or in part by the Proponent without CMHC's prior written consent.

IN WITNESS WHEREOF this Agreement has been executed on the date first written above by the parties hereto under the hands of their duly authorized signing officers.

PROPONENT [Confirm full legal name]

Per: _____

Name:

Title:

Per: _____
Name:
Title:

**CANADA MORTGAGE AND HOUSING
CORPORATION**

Per: _____
Name:
Title: