



REQUEST FOR PROPOSAL

FOR

Travel Management Services

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Solicitation File # 201400026

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Facilities Management Services

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

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

1.2 Introduction and Scope

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of Travel Management Services. The initial term of this contract is expected to be for five (5) years, with the option to renew at CMHC’s discretion for a subsequent two (2) year period.

Canada Mortgage and Housing Corporation shall not be obligated in any manner to any proponent whatsoever until a written agreement has been duly executed relating to a qualified, approved proposal.

More detailed specifications can be found in Section 3, “Statement of Work”.

1.3 CMHC Background

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

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

1.4 Purpose of Request for Proposal

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

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFP process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any contract which may be entered into by CMHC and the selected proponent.

Date	Activities
May 9, 2014	Request for Proposal issued
May 27, 2014	Submission of Questions Deadline
June 9, 2014	Submission Deadline
June 2014	Evaluation and Selection of lead proponent
August 2014	Finalize contract with lead proponent
October 2014	Contract award
October 2014	Announcement of successful proponent
October 2014	Debriefing to unsuccessful proponents as requested

1.6 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as 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 Proposed Contract, and
- Appendix A The Certificate of Submission.

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

1.7 Procurement Policy Re: The Environment

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

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

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

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

1.8 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether as a compliment or suggestion for future RFPs.

Proponents may submit comments labelled as ***Proponent Feedback RFP #201400026*** to the name and address provided in Section 2.4.

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

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

1.9 Income Tax Reporting Requirement

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

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

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

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

2.2 Certificate of Submission

Mandatory

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

Proponents must submit a signed Certificate of Submission as part of their proposal. Should a proponent not include the signed Certificate of Submission the proponent will be notified by CMHC and given 48 hours in which to meet this requirement.

2.3 Delivery Instructions and Deadline

Mandatory

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 and-or late delivery of proposals are the responsibility of the proponent. CMHC will not assume or have transferred to it those responsibilities. Proposals may be submitted in English or in French.

Number of copies

One (1) signed original and five {5} copies of the complete proposal are to be submitted. One copy of the Pricing proposal (Appendix E) must be submitted in separate sealed envelope.

Method of Sending

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

Packaging and Address

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

C1 Guard Station

Canada Mortgage and Housing Corporation

1st Floor, "C" Building

700 Montreal Road

Ottawa, Ontario K1A 0P7

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Proposals arriving after the Submission deadline are automatically rejected and will be returned, unopened, to the proponent.

Submission Deadline**Mandatory**

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

2:00 p.m. local Ottawa time, on June 9, 2014

2.4 Inquiries

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

Heather Forsyth, Procurement Advisor

Fax: 613-748-2998

E-Mail: hforsyth@cmhc-schl.gc.ca

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

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

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

2.5 Communication

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

2.6 Proponent Contact

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

2.7 Offering Period **Mandatory**

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the proponent for a period of 120 days following the closing date, as specified in section 2.3.

2.8 Changes to Submission

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

2.9 Multiple Proposals

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

2.10 Acceptable Alternative

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

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

2.11 No Liability for Errors

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

2.12 Verification of Proponent’s Response

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

2.13 Ownership of Responses

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

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

2.14 Proprietary Information

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

2.15 Corporation Identification

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

2.16 Declaration re: Gratuities

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

2.17 Conflict of Interest

- (a) The proponent and its principals, employees and agents shall avoid any conflict of interest during this RFP process and the term of any agreement entered into as a result of this RFP process and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists. (b) In carrying out the work, the proponent declares that it will not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between its duties to that third party and its duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately cease consideration of the proponent's proposal or to terminate any agreement entered into with the

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

- (d) The proponent declares that any former public office is in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2006) in order to derive a direct benefit from any contract which may arise from this request for proposal.

2.18 Declaration re: Bid Rigging and Collusion

In submitting its proposal, the proponent certifies that:

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

2.19 Security Clearance

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

2.20 Shortlist

The evaluation procedure will include a shortlist based on the top three technical scores. The financial proposals from the shortlisted proponents will be evaluated as per the Evaluation Table shown at Appendix B.

Proponents may be asked to prepare a presentation, supply demonstration equipment or provide additional information prior to the final selection. CMHC reserves the right to supply more information to those bidders who are shortlisted.

2.21 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed participation and responsibilities of each company in the joint venture, and must provide a description of the proposed joint venture business arrangement which would be entered into by all parties upon receipt of a contract. The description must list the companies involved, indicate how long the

business arrangement has been in existence, indicate the service(s) each respective party would be providing and describe the proposed participation and responsibility of each party.

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

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

2.22 Intellectual Property Rights

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

2.23 Non-Disclosure of CMHC Information

In this RFP, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of this RFP or any agreement resulting from this RFP, , however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the proponent, any subcontractor, reseller, agent or any other person engaged to perform any work under an agreement resulting from this 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 further understands and agrees that it will 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 perform any work under an agreement resulting from this RFP.

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

- Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- Inform CMHC where the information will be located outside of Canada, and for what period of time;

- Ensure that CMHC Information is segregated from all other information in a database or other repository physically independent from all other databases or repositories; and
- Inform CMHC of the measures in place to protect CMHC Information from disclosure.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, person or body, the proponent 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 proponent also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, do all things possible to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

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

3.2 Mandatory Requirements

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

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

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

3.3 Background

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a five (5) year contract with one two (2) year option for renewal, with a vendor (hereafter referred to as the “Proponent”) for the provision of Travel Management Services. Proponent(s) must be able to provide these services to our National Office staff located in Ottawa and our staff located in each Business Centre and Point of Service Office as listed in Appendix G. This includes our work at home staff located across the country.

The travel management services being implemented will provide CMHC staff with high quality travel services that are cost effective to the Corporation.

3.4 Scope

Proponents are asked to submit two best value propositions for service delivery models which will ensure a high quality of personalized travel services that are cost effective to the Corporation.

The scope of work shall include but not be limited to the following services:

- a dedicated team of counsellors set up to handle only calls related to CMHC business, staffed by a minimum of two (2) travel counsellors, one of whom must have a minimum of 5 years experience including experience with VIP travellers,
- a dedicated phone line for CMHC travellers as well as a separate dedicated line for CMHC VIP travellers,
- booking of all domestic, transborder and international air, train, car, bus, boat, hotel travel reservations (including reservations to remote northern communities not commonly found in reservation systems),
- detailed research into the lowest domestic, transborder and international fare options,
- advice on alternative pricing and schedule options, and

- provision for a 24 hour in-transit and emergency travel assistance service for CMHC travellers.

In any service configuration, CMHC requires that travellers be able to request travel services, in the official language of their choice (English or French), via telephone, email or in person or using an online booking tool. Any written correspondence from the travel agency or online booking tool must be available in both official languages.

It is expected that the dedicated team of travel counsellors will work closely with the Contract Management Officer, Travel Services, to ensure policy compliance and quick resolution of issues related to CMHC travel.

On Line Booking Tool

CMHC currently utilizes GetThere as the platform for its online booking tool. Due to potentially significant change management impacts which are not desirable for CMHC, CMHC requires that Proponents adopt and operate GetThere as the online booking tool platform for the provision of these services. Bilingual technical support must be available 24/7 to assist with bookings made using the online booking tool.

Travel Management Services

CMHC requires assistance with supplier negotiations as well as maintenance of travel policy benchmarking, management reporting on travel activities, provision of travel awareness seminars for CMHC staff, and account management servicing including consultation on all aspects of corporate travel.

VIP Service

The provision of a dedicated counsellor or counsellors to provide VIP service to CMHC VIP travellers including our President, Senior Vice Presidents, Chief Financial Officer, Vice Presidents, General Managers and several other Executives (approximately 18 travellers). CMHC Board members (approximately 12 members) may also, from time to time, request the services of the Proponent.

Additional Services

CMHC may require assistance with meeting and event planning including booking meeting space, audio visual equipment if required, arranging catering services, hotel reservations, airline reservations, ground transportation etc.

3.5 Travel Volumes and Trends

See APPENDIX D – Travel Volume and Trends, for a table outlining travel volumes and trends for 2013. Travel volumes and trends should be used for estimating total cost of doing business with CMHC.

3.6 Travel Agency Services

The travel agency must be staffed to cover the business hours of 8:00AM to 6:00PM (Eastern Standard Time), Monday through Friday, in order to provide coverage for all areas of the country where a CMHC Business Centre is located.

3.6.1 Staffing

The Proponent must provide travel management services by appropriately trained, experienced and skilled professionals in accordance with industry standards. All of the Proponent's staff who provide services to CMHC must be fully bilingual. It is expected that sufficient staff be trained as back up to provide travel services to CMHC when members of the dedicated CMHC team of counsellors are on vacation. The selection of staff will be subject to the approval of CMHC as will any replacement staff.

CMHC requires that telephone calls from CMHC travellers are answered within three rings (approximately 20 seconds) and that emails and voicemail messages from CMHC travellers are also responded to in a timely fashion, normally within 4 hours in the official language in which the communication is initiated by the CMHC employee.

Based on current volumes, a minimum of two counsellors are required to handle traditional transaction volume. One of the counsellors must be a senior counsellor having over five (5) years experience in corporate travel and with experience dealing with VIP travellers.

3.6.2 Services to CMHC

Proponents are required to provide the following services and information:

- Complete bilingual (French, English) service to travellers. These services include but are not limited to any telephone contact, and all printed, online and audio visual material to CMHC including management reports;
- Provision of detailed explanation of travel insurance options and coverage to travellers at point of sale for international and transborder bookings;
- Advice to travellers regarding CMHC corporate travel policy guidelines and monitoring and reporting of non compliance regarding CMHC corporate travel policy;
- Provide travellers with advice and information regarding the lowest available prices for trip planning purposes. It will be incumbent upon the travel counsellor to identify, to the CMHC employee, the restrictions with respect to the fare quoted and the possibility of an increase in airfare in the event a reservation is not made and/or ticketed immediately. The Proponent(s) must be able to customize the parameters for the low fare search to CMHC's requirements;
- Provide destination related information to travellers such as free transportation between the hotel and airport or best fares available for shuttle services between airports and hotels where this service is available;

- Travel advice and reservations for airline, hotel, train, boat, bus and car rental (including those vendors not listed in the agency reservation system which require a phone call to make reservations);
- An Internet/web search engine must be available to the travel counsellors and there must be integration capabilities with the agency's reservation and reporting systems;
- A well established process for quality assurance prior to ticketing of reservations and the provision of international fares specialists;
- A designated phone number for the exclusive use of CMHC travellers, staffed by travel counsellors who will take calls exclusively from CMHC;
- Assurance that the lowest fare for air, rail, car, bus and boat options, and the provision of alternatives, including advice on Internet/web options and companies chartering “non commercial” air service, have been offered to CMHC travellers;
- Provision of complete destination information, including travel advisory, passport and visa requirements.
- Provision of advance seat selection and waitlist options where applicable.
- Ensure that travellers are provided with access to last airline seat and hotel room availability and waitlist opportunities for lower rates at the point of sale.
- Remain current on travel service providers to remote locations across Canada in order to service CMHC’s different Business Units who travel to remote northern communities.
- The Proponent(s) shall return to CMHC all moneys lost due to missed savings where CMHC is able to provide the contractor with proof that a lower available fare or hotel/car rate was not offered by the Proponent’s travel counsellors to CMHC travellers. A confirmed itinerary will be provided for comparison which will indicate the identical parameters for the lower quote and the one offered by the agency (i.e. Identical dates, times and restrictions).

3.6.3 Hotel and Car Reservations

CMHC uses the rates published in the PWGSC Hotel and Car Directory for Government Employees. The Proponent’s travel counsellors must research rates in the Government Directory, and compare these rates to any special rates offered by suppliers or the contractor’s own established corporate rate and provide the CMHC traveller with the lowest rate available. Proponents are expected to program the government rates for hotels and car rentals into their reservation system and via the online booking tool.

Proponents must provide hotel and car reservations worldwide at the lowest rate available whether or not air, or rail transportation is involved. In addition, the Proponent must be equipped

to make hotel and car reservations in Canada, and worldwide, for companies which are not listed in the central airline reservation system (CRS) or on the internet/web.

For insurance purposes, and in line with the PWGSC Hotel and Car Directory for Government Employees standing offer clauses, the name "CMHC" must appear on all car rental agreements used for business purposes. The Proponent is responsible for ensuring that this requirement is communicated to the car rental suppliers and is included in the rental agreement.

3.6.4 Specialty Services

The Proponent(s) must provide 24 hour, bilingual, emergency service to CMHC travellers as well as have in place an appropriate disaster recovery and business resumption plan to deal with impacts to service. Access to the 24 hour service must be via a toll free number and, where a toll free number is not possible, the Proponent(s) must accept traveller's collect calls at no extra charge to CMHC.

Proponent(s) must have counsellors who are familiar with the unique demands of VIP travellers. Such VIP counsellors must be available to CMHC's executive staff on a priority basis such as with a phone queue that is answered in priority over other queues.

CMHC may call upon the successful Proponent from time to time to assist with meeting and event planning including booking meeting space, audio visual equipment if required, arranging catering services, hotel reservations, airline reservations, ground transportation etc.

Proponent(s) must also have available an expense management tool compatible with the GetThere online booking tool which would provide CMHC with an easy to use end to end solution including online approval, booking and expense claims.

3.6.5 Ticketing Requirements and Documentation

The Proponent is expected to issue all tickets, exchanges, refunds, unused ticket credits, and itineraries in a timely fashion, as agreed upon by all parties, with resulting documentation in a bilingual format. Tickets which are cancelled within the same business day, defined as 0800 to 1800 EST, Monday to Friday, shall be voided at no charge to CMHC.

The Proponent must have in place a mechanism for tracking unused electronic tickets available for exchange or refund and providing reports of such transactions on an as-and-when-requested basis at no charge to CMHC.

Proponents must provide the traveller with an itinerary/invoice for each reservation, detailing the following information;

- flight, rail, hotel and car rental details, including confirmation numbers and address/location,
- booking ID number (where applicable - a combination of 11 alpha numeric characters),
- traveller's name,
- Responsibility Code,
- office/floor business address,

- Proponent's 24 hour service 1-800 toll free number,
- cost of ticket without HST,
- cost of HST,
- total cost of ticket,
- airline fare rules,
- hotel cancellation policy (where applicable),
- visa and passport requirements (where applicable) and,
- amount of any airport departure taxes (where applicable).

Itinerary remarks must be customizable to CMHC requirements.

3.6.6 Travel Insurance

The Proponent(s) must provide a minimum of \$100,000 flight and common carrier insurance on every business ticket issued.

3.7 Account Management

Proponents will be required to provide the following with regard to Account Management:

- Travel policy benchmarking, and management reporting to CMHC on all travel activities including a description of the methodology used to maintain statistics and report on CMHC's air, train, hotel and car volumes including consolidator and charter purchases;
- Accurate and timely (monthly) customized management reports covering the information required by CMHC;
- Assistance with supplier negotiations;
- Benchmarking of CMHC travel patterns e.g.: establishing a point of comparison of current total travel spent (breakdown of air, train, hotel, car) against previous quarter and/or year, comparison of current supplier usage against previous quarter and/or year; comparison of CMHC's travel patterns against other clients of the same account volume and scope as CMHC;
- Have a mechanism in place for immediate verbal resolution of issues with follow up via written response to concerned traveller within five (5) business days of contact. If unable to resolve immediately, advise CMHC verbally of steps that will be taken on their behalf, and an estimate of when the situation is expected to be resolved; written response to concerned traveller within five (5) business days of contact and again when issue is resolved;
- Track travel related issues and meet with CMHC quarterly at minimum and more frequently as required by either CMHC or the Proponent to ensure that all issues were resolved to the traveller's satisfaction;

- Perform a formal yearly business review on CMHC's travel expenditures and discuss with CMHC ways to improve financial return to CMHC.

3.8 Quality Control

In order to assure that CMHC reservations are handled with the highest level of service and are completed with accuracy, the following is expected of the Proponent:

- Point of sale controls to ensure that exceptions to travel policy and other unusual items are identified, tracked and communicated to CMHC prior to travel;
- Conduct client satisfaction surveys with CMHC travellers and review results of client satisfaction surveys performed on CMHC travellers on a semi-annual basis (survey format to be agreed upon by CMHC and the Proponent);
- A high standard of service with respect to promptness of answering telephone calls and emails from travellers. Phone calls should be answered within the first three rings (approximately 20 seconds) and emails should be responded to within four (4) hours. Provide monthly reports reflecting the promptness of the telephone answering service;
- Quality assurance process on every file to ensure reservation records and tickets are free from error.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

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

Response Item #	Item
4.3	Covering Letter
4.4	Table of Contents
4.5	Executive Summary
4.6	Proponent's Qualifications
4.7	Response to Statement of Work
4.8	Project Management Plan
4.9	Financial Information
4.10	Pricing Proposal
4.11	Travel Agency Pricing

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

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

Certain requirements in section 4 are identified as mandatory. See Section 1.6 Mandatory Requirements.

4.3 Covering Letter

A covering letter on the proponent's letterhead shall be submitted and include the following:

- (a) A description of the company or joint venture/consortium.
- (b) The names of the principals.
- (c) The primary contact person with respect to this RFP: the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available.
- (d) The locations of primary and all other offices that would be servicing the contract.

4.4 Table of Contents

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

4.5 Executive Summary

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

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

4.6 Proponent's Qualifications

Mandatory

The proponent's proposal shall include information about the proponent's qualifications as follows:

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

4.7 Response to Statement of Work

Mandatory

In this section, the proponent shall provide detailed information relative to the specifications listed in Section 3, The Statement of Work.

4.7.1 Scope

Mandatory

Proponents must describe in detail the two best value propositions for fulfilling the travel requirements described in Section 3, The Statement of Work. The propositions must describe how the proponent will address the need for a dedicated team of counsellors who will handle only CMHC travel needs, who will be knowledgeable regarding CMHC policy and culture and who will familiarize themselves with remote destinations visited by CMHC travellers. Proponents must describe in their proposals how they will ensure that the dedicated team of counsellors assigned to manage CMHC travel needs will not handle business from other accounts during times when CMHC business needs may be lower than usual, thereby ensuring that the CMHC dedicated counsellors are available to CMHC travellers at all times.

Proponents must guarantee that all services provided, via telephone, email, in person or via the online booking tool will be available in both English and French.

Proponents must describe their ability to implement and customize the GetThere online booking tool in accordance with the requirements of CMHC.

4.7.2 Staffing

Mandatory

- Proponent(s) must describe the tenure and qualifications of the primary staff that are being proposed to handle the CMHC business, by including a brief biography of the staff including a description of experience dealing with business similar to that of CMHC. Describe the staff's experience in making travel arrangements to remote communities throughout Canada.
- Proponent(s) must demonstrate their ability to respond to phone calls within 3 rings (approximately 20 seconds) and to respond to emails within 4 hours.
- Proponent(s) must provide the average attrition for 2013.
- Proponent(s) must provide results of client satisfaction surveys, trip response cards and/or letters from clients over the past 12 months from at least one client similar in size and scope to CMHC.
- Proponent(s) must agree to allow CMHC to participate in the selection of staff for its dedicated team of counsellors as well as any replacement staff.

4.7.3 Services to CMHC

Mandatory

- Proponent(s) must list the ratio of bilingual counsellors to unilingual counsellors to ensure adequate bilingual service is available for calls serviced by CMHC dedicated counsellors.
- Proponent(s) must provide the name of the insurance supplier to be used for CMHC travellers as well as indicate what experience travel counsellors have in selling out of country emergency medical insurance.
- Proponent(s) must describe how they will track and report on compliance with CMHC's corporate travel policy.
- Proponent(s) must describe what methodology is used in determining the lowest airfare.
 - Describe the standard operational procedures used to search for low fares and what parameters are used to counsel travellers on savings opportunities as well as restrictions.
 - Proponent(s) must be able to customize the low fare search to meet CMHC's required parameters (for example search must be made within a 4 hour window to either side of requested flight times);
- Proponent(s) must describe the procedures for counsellors to research options for various destination information details such as shuttle services offered from airport to hotel and modes of transportation to areas without air service.
- The Proponent(s) must provide a step-by-step description of the reservation process from beginning to end as per the requirements described in this RFP for requests received by email or phone for individual, VIP and group travellers. Note that not all destinations frequented by CMHC travellers are listed online or in typical reservations systems and a process for handling reservations for destinations not displayed online or in typical reservations systems must be detailed.
- Proponent(s) must specify their current solution to search for and book fares and rates on the public internet through supplier web sites for each of the following: airline, rail, hotel, vehicle rental, consolidators, charter air, etc.
 - Proponent(s) must describe their organization's strategy to continue to address web content as it emerges in the future, in the event that special fares are available on the web and not in the Global Distribution System (GDS).

- Describe the methodology used to integrate web bookings as well as any pertinent CMHC contractual information from the internet to the reservation and reporting system (and to the invoice/itinerary).
- Describe in detail any technology used for the quality assurance purposes and list the qualifications and expertise of any support employees such as international fares specialists.
- Proponent(s) must describe how they will assure that the lowest fare for flight and rail options, and the provision of alternatives including advice on Internet/web options, have been offered to CMHC travellers.
- Proponent(s) must give examples of the resources available to travel counsellors to provide complete destination information, including travel advisories, passport and visa requirements, and describe how this information will be passed on to the traveller.
- Proponent(s) must describe the methods used to monitor waitlists and ensure advance seat selection is completed as per traveller preference. Proponent(s) must notify travellers immediately of any change in status of any waitlisted criteria.
- Proponent(s) must describe the methods used to monitor last seat or hotel room availability and waitlist opportunities at the point of sale.
- Proponent(s) must describe how their counsellors remain current on travel service suppliers to remote locations across Canada in order to service CMHC's different business units.
- The Proponent(s) shall describe how they will return to CMHC all moneys lost due to missed savings where CMHC is able to provide the contractor with documentation indicating proof that a lower available fare or hotel/car rate was not offered by their travel counsellors to CMHC travellers.

4.7.4 Hotel and Car Reservations

Mandatory

Proponent(s) must describe the step by step process for securing the best available rate for hotel and car reservations.

Proponent(s) must describe how their organization will implement the PWGSC Accommodation and Car Rental Directory for Government Employees and how they will use that tool to ensure that hotel and car rental rates are aligned with rates outlined in that standing offer agreement.

Proponent(s) must describe their familiarity of using the Accommodation and Car Rental Directory for Government Employees in the past and their familiarity with the standard clauses within the Standing Offer Documentation.

Proponent(s) must describe how the hotel and car rental rates are displayed in the online booking tool, GetThere.

4.7.5 Specialty Services

Mandatory

Proponent(s) must describe the location and configuration of their 24 hour service including the number of travel counsellors (indicate how many are bilingual), supervisors and managers that make up the team and the average number of staff working during peak periods.

Proponent(s) must describe the qualifications and performance goals of VIP counsellors. Describe the type of client typically handled by your VIP counsellors.

Proponent(s) must describe the threshold at which a group of travellers would be referred to the organization's event management department and the cost benefits to CMHC in doing so. Describe the scope of services offered by the group department or event management department. Proponents must provide reference to a recent group event or meeting that was planned by the proponent that included transportation, ground transportation, hotel, meeting rooms, audio visual equipment and onsite logistics.

Proponent(s) must describe in detail the procedures involved in using an end to end online product which would include online pre-trip approval, online booking and online expense management. Describe the implementation requirements for going from an online booking tool to a full end to end product. Describe how the expense management tool would benefit CMHC travellers and streamline the expense claim process.

4.7.6 Ticketing Requirements and Documentation **Mandatory**

Proponent(s) must describe the technology and methodology used to issue tickets and distribute documentation such as invoices and itineraries to travellers across Canada.

In the event that a booking number is used, the Proponent(s) must describe the methodology used to ensure that the booking number will appear on all of the tickets and invoices.

Proponent(s) must describe the technology used to track unused electronic and web tickets and the process for notifying travellers of available credits. Proponent(s) must describe and provide a sample of reporting that is available to indicate any unused credits to CMHC.

Proponent(s) must indicate their agreement to void, at no cost to CMHC, any tickets which are cancelled within the same business day as ticket issuance.

Proponent(s) must describe how customizable remarks are added to itinerary/invoices in both official languages and provide a sample itinerary/invoice indicating flight, hotel, car rental details, booking ID numbers, traveller name, region/sector name, 24 hour desk contact information, cost of ticket without HST, total cost of ticket, net credit card billing, airline fare rules, hotel cancellation policy, visa and passport requirements, and details of any airport fees or taxes or other ancillary charges.

4.7.7 Travel Insurance **Mandatory**

The Proponent(s) must describe how flight and common carrier accident insurance will be provided on every business ticket issued including tickets issued by a third party and invoiced by the Proponent(s). Confirmation of the amount of coverage provided with each ticket is required and this amount must, as set out in section 3.6.7 be a minimum of \$100,000 for each ticket issued.

4.7.8 Account Management

Mandatory

The Proponent(s) must describe its reporting functionality including multi-dimensional analysis and ad hoc report creation.

- Indicate the tools and formats used and the extract capabilities to software such as MS Excel.

Proponent(s) must provide a description of all available reports, with examples, and to describe which reports are standard in the pricing and which would be subject to additional fees.

- Describe the online capabilities of the reporting tool and the output format.

Provide an outline of the Proponent's ability to create and make available customized reports and provide access to an intuitive reporting solution that would enable designated CMHC employees to create customized reports on all its travel data.

Proponent(s) must describe in detail the methodology they will use to benchmark CMHC's travel patterns and targets.

Proponent(s) must describe their customer service resolution plan and how they can ensure that issues are resolved within five (5) business days.

- Describe which individuals in the organization are responsible for dealing with customer service issues.

Proponent(s) must provide a sample yearly review of travel expenditures and describe how they would formulate suggestions for improvements to corporate travel spend.

Proponent(s) must describe how they will assist CMHC to increase adoption of the online booking tool and demonstrate any reporting capabilities associated with the online booking tool.

Proponent(s) must demonstrate the ability to report on the status of all CMHC travellers in travel status in the event of an emergency, within a maximum of two (2) hours of the request or incident.

4.7.9 Quality Control

Mandatory

Proponent(s) must describe in detail the point of sale controls to ensure that exceptions to travel policy and other unusual items are identified, tracked and communicated to CMHC prior to travel.

Proponent(s) must provide examples and process descriptions for conducting service evaluations with CMHC travellers and describe how the results will be provided to and reviewed with CMHC.

Proponent(s) must provide sample reports of telephone service levels and describe how they will ensure benchmarking targets are met.

Proponent(s) must describe the standards and processes for responding to emails and how they will ensure benchmark targets are met.

Proponent(s) must indicate that it has policy and procedures in place to protect the personal information it receives from CMHC and CMHC travellers;

Proponent(s) must describe in detail the process involved in performing a quality assurance check on all reservation records and tickets.

- Describe the average length of time required for completion of the quality assurance check from confirmation of ticketing to completion of quality assurance checks.

- Describe any special procedures for international reservations.
- Describe any procedures for expediting requests.

4.8 Project Management Plan

Mandatory

The proponent shall describe its project management plan including;

- (a) Project Management Approach. The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control. The proponent shall describe its approach to quality control including:
 - details of the methods used in ensuring quality of the work, and
 - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC. The proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.
- (d) Work Schedule. The proponent shall describe the method it will use to ensure compliance with the work schedule.
- (e) Interface with CMHC. The proponent shall describe and explain
 - its interface points with CMHC
 - all interface mechanisms, and
 - how interface issues and difficulties will be resolved.

4.9 Financial Information

Mandatory

4.9.1 Credit Check

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

4.9.2 Financial Capacity

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

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

Partnerships, Corporations, Joint Ventures and Consortiums:

CMHC requires the provision of the financial statements for the analysis of financial capacity. You must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. You must agree to provide any

other financial information that CMHC may subsequently request. The auditor's report must be signed by an appropriate officer of the audit firm. In the case that your financial statements are not audited, CMHC will only accept them if they are accompanied by a signed review engagement report for each year. A complete set of financial statements consists of all the following items:

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

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

4.10 Pricing Proposal

Mandatory

The proponent must provide a response relative to the pricing of its proposed solutions. The pricing proposal (Appendix E) must be submitted in a separate sealed envelope.

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and be exclusive of the Harmonized Sales Tax (HST), unless otherwise indicated.

The HST shall be extra to the price quoted by the vendor and will be paid by CMHC.

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

- Proponent(s) must provide their suggested “best value” financial compensation package, detailing the costs in each category.
- Proponent(s) must utilize CMHC’s estimated air volume information as included in Appendix D – Travel Volumes and Trends, in the provision of costs where applicable.

The lowest priced bid proposal will receive full points for that evaluation criteria. Each individual higher priced proposal receives a percentage of total point allowed. After lowest price has been established, each individual higher priced proposal thereafter receives a percentage of total points allowed. For example, the lowest price of \$100 receives 10 points. The next lowest price of \$120 is 20% higher than the lowest price and therefore receives 20% less of the 10 points available (8 points).

Information in all of the following categories must be included with the Proponent(s) submission.

Transaction Fees:

Provide the dollar amount of transaction fees assessed for domestic, transborder and international tickets for traditional, online and online assisted transactions. Include a brief description of what is considered an online assisted transaction versus an online transaction or traditional transaction. Proponent(s) must detail the specific costs and services provided in relation to the transaction fee amount. Proponent(s) must provide transaction fees as assessed on a per ticket basis.

Transaction fees are to be billed monthly and financial reconciliations are to be provided within sixty (60) days of the end of each period.

Commission Payments:

Commissions are defined as those amounts paid or credited to the travel agencies by air carriers, hotel and car rental suppliers, insurance providers and all other suppliers used for travel management purposes, based on the volume of purchases made on behalf of CMHC. CMHC requires that all gross commission payments be passed on to CMHC directly, including but not limited to override commissions at source, rebates and incentive cash rewards. In the event that a Proponent proposes to retain gross commission payments, override commissions, rebates, and/or

incentive cash rewards at source, Proponent(s) must indicate a comparable compensation structure for CMHC in this area which will result in an equivalent financial benefit to CMHC.

Override Payments:

Override payments are defined as those amounts paid or credited to the travel agency from air carriers based on the total air volume purchases of the travel agency. Proponents must identify the percentage of override payments that will be remitted to CMHC. Proponents must also indicate an estimated dollar amount, in Canadian funds, as an annual figure, detailing the estimates used to attain this dollar amount. Proponents must identify whether override percentage payments are based on the gross air volume purchases or the net air volume purchases. All applicable taxes and surcharges, whether included or excluded, must be identified separately with the respective percentage amounts.

Adjustments:

In the event that a carrier lowers or eliminates commissions, override payments, rebates, and/or incentive cash rewards to the supplier during the contract term, the Proponent(s) must indicate a comparable compensation structure to be provided to CMHC in this area which will result in an equivalent financial benefit to CMHC as part of the final reconciliation invoice at the end of the year in which the changes are made. Should a carrier increase the percentage payments to the Proponent(s) in either commission, override payments, cash rebates or introduce any “cash rewards” programs, the percentage increase must be reflected in its entirety, in the commission, override payments, cash rebates, and/or incentive cash rewards to CMHC.

Note: Financial reconciliations must be provided to CMHC every six (6) months starting from the date of implementation of the contract. Reconciliations must include a detailed analysis specifying both summary and detailed volume ticket purchases in Canadian dollars, transaction fees paid/due, commissions, override payments, rebates and incentive cash rewards due to CMHC and any credit or debit adjustments with regards to consolidator ticket percentage markup. The Proponent(s) shall return to CMHC all moneys lost due to missed savings where CMHC is able to provide the Proponent with documentation indicating that a lower available fare or hotel/car rate was not offered by their travel counsellors to CMHC travellers.

4.11 Travel Agency Pricing

Mandatory

Proponent(s) must provide itemized costs for each of the items listed in APPENDIX E – CMHC Pricing Grid based on a team of two travel counsellors dedicated to the CMHC account (at least one of those counsellors must be a fully bilingual, senior counsellor with over 5 years of corporate travel experience). Pricing should be based on the current volumes and trends of CMHC as indicated in APPENDIX D – Travel Volumes and Trends.

SECTION 5 EVALUATION AND SELECTION

5 Overview of Section 5

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

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

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

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

5.1 Limitation of Damages

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

5.2 Evaluation Table

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

5.3 Evaluation Methodology

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

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

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

The top three compliant proposals will then be given a score for the financial proposal. The proponent with the highest score will be named the lead proponent.

5.4 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 4.9 of this RFP.

5.5 Proponent Selection

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

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

Announcement of the successful proponent will be made to all proponents following the signing of a contract.

6 SECTION 6 PROPOSED CONTRACT

6.1 Overview of Section 6

Attached in Section 6.3 is a proposed sample contract. The terms and conditions in this draft contract will be incorporated into any contract resulting from this RFP. It is anticipated that terms and conditions reflecting the requirements set out in this RFP will be added to any agreement between CMHC and the successful proponent. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

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

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

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

6.2 Mandatory Contract Terms and Conditions

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

6.3 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFP.

PROPOSED CONTRACT

CMHC FILE No. _____

THIS AGREEMENT made this ____ day of _____, _____.

BETWEEN

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

(hereinafter referred to as "CMHC")

AND

(hereinafter referred to as "the Contractor")

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

Article 1.0 - The Work

1.1 The Contractor covenants and agrees to provide _____

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

Article 2.0 - Term of the Agreement

2.1 This agreement shall be for a period of ____ (months / years) commencing on _____ and ending on _____.

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

Article 3.0 - Financial

3.1 In consideration of the carrying out of the work, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Notwithstanding this however, CMHC's total financial liability under the terms and conditions of the agreement shall not exceed \$ _____ for the first year of the contract. Proponents' pricing provided to CMHC in their submission, will form part of the contract and must be fixed for one year from contract award. Price increases may be negotiated for each successive renewal term.

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

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

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

Version I

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

Version II

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

(i) make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency; and

(ii) record as a credit note the additional amounts to the Contractor so that the net amount received by the Contractor after such withholdings will not be less than the amount the Contractor would have received had such withholding taxes not been withheld.

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

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

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

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

Canada Mortgage and Housing Corporation

Name _____

Title _____

Room _____

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Article 4.0 - General Terms and Conditions

4.1 Contract Termination

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

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

4.2 Contract Administrator

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

4.3 Contract Renewal

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

4.4 Assignment of the Contract

Mandatory

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

4.5 Contractor's Indemnification

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

4.6 Liquidated Damages

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

4.7 Termination for Default of Contractor

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

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

2. The Contractor commits numerous breaches of its duties under this contract that collectively constitutes a material breach;

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

4. The Contractor commits fraud or gross misconduct; or

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

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

4.8 Procedures on Termination

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

4.9 Non-Compliance or Default by Contractor

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the agreement, or is in default in any other manner under the Contract, CMHC may do such things and incur such costs as it deems necessary to correct the Contractor's default, including without limitation the withholding of payment due or accrued due to the Contractor for services rendered pursuant to this Contract, which moneys may be set off by the Corporation against any expenses that it may incur in remedying a default or failures as described above.

4.10 Force Majeure

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

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

4.11 Compliance With Laws

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

4.12 Provincial Laws Governing Agreement

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

4.13 Independent Contractor

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

4.14 Contractor's Authority

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

4.15 Corporation Identification

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

4.16 Intellectual Property Rights

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

4.17 Non-Disclosure of CMHC Information

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

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

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

Select A or B depending on Contract

A. If Information to remain in Canada

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

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

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

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

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

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

4.18 Confidentiality

Mandatory

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

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

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

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

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

4.19 House of Commons

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

4.20 Binding

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

4.21 Scope of Agreement

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

4.22 Income Tax Reporting Requirement

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

4.23 Conflict of Interest

Mandatory

- (a) The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of

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

- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this request for proposal.

4.24 Final Report

- (a) Where a final report is to be prepared, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. More particularly,
 - (i) the body of the report shall include the main factual and analytical information and policy recommendations shall be separated to minimize potential restriction;
 - (ii) policy recommendations and supporting materials (bibliographies, data, etc.) shall be attached as appendices or separate monographs; and
 - (iii) the report shall stipulate that the copyright remains with CMHC.
- (b) The Contractor will supply,
 - (i) the unbound original manuscript from which the copies of the final report were made, in a form suitable for reproduction (215 x 280 mm, preferred size);
 - (ii) an executive summary of the main findings and recommendations of the final report;
 - (iii) an abstract describing the contents of the final report and the nature of the study in a form suitable for distribution to interested members of the housing field;
 - (iv) Six copies of the final report and of the executive summary, unless otherwise directed by CMHC;
 - (v) a computer disk or other media which CMHC may prescribe, in accordance with CMHC's computer installation standards; and
 - (vi) one copy of all material of which CMHC has ownership and publication rights in the form in which it was used by the author

4.25 Publication

- (a) CMHC
- (i) is under no obligation to publish all or part of the final report or its associated materials, reports, maps and other documents;
 - (ii) has the right to edit or publish the final report, in part or in its entirety;
 - (iii) shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication; and
 - (iv) may, at its discretion, delete references to the Contractor in the edited version of the final report.
- (b) Where the Contractor wishes to publish the final report or its associated materials, the Contractor
- (i) must request written permission from CMHC to publish all or part of the final report;
 - (ii) must request written permission from CMHC to use any materials, publications and reports associated with the final report;
 - (iii) must acknowledge the assistance of CMHC and, if requested by CMHC must include the following disclaimer:

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

4.26 Approval of Work

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the work was performed to the satisfaction of CMHC. The method of approving the work done will be in writing through electronic courier, fax or traditional mail as described in Schedule A attached herein.

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

- a) direct Contractor to redo the work or part of the section which was not completed to CMHC's satisfaction;
- b) withhold payment due or accrued due to the Contractor for services rendered pursuant to this Contract;
- c) set off any expenses incurred by CMHC in remedying the default or failures of Contractor against payment for payment due or accrued due to the Contractor;
- d) terminate this Contract for default and /or seek indemnification from the Contractor for losses suffered by CMHC as a result of such default.

4.27 Ownership

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

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

4.28 Insurance

a) **Commercial General Liability Insurance**

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

- cross liability including severability of interest
- personal Injury
- blanket contractual
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFP).

- b) **Automobile Insurance** The Automobile Insurance clause will be included in the contract only if an on-site agency is the service model chosen.

The Proponent will provide and maintain Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000 Third Party Liability for all motor vehicles used by the Proponent in the performance of this Contract.

Other conditions

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

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

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

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

It shall be the sole responsibility of the Proponent 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 Proponents Contractor at its own expense.

4.29 Access to CMHC Property

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

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

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

4.30 Suspension of Work and Changes in Specifications

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

4.31 Extras

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

4.32 Closure of CMHC Offices

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

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

Article 5.0 - Contract Administration

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

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

for CMHC;

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

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

for Contractor; _____

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

Article 6.0 - Contract Documents

6.1 The Contract documents consist of the following:

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

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

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

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

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

SCHEDULE "A"

TERMS OF REFERENCE

1. Statement of Work

The Statement of Work will clearly and fully outline the deliverables which the Contractor will supply in order to fulfill obligations under the contract and receive payment. **The date of commencement and completion of the work as set out in section 2 of the contract will be reiterated.**

If the work and payment are to be in phases, the dates for completion of each phase will be specified, and the work and deliverable required at each phase completion date will be specified.

If specific individuals are to perform/supervise the work on behalf of the Contractor, they will be identified here.

2. Project Management

(Optional, if necessary for administrative purposes)

3. Schedule of Tasks and Allocation of Staff by Phases

(Optional, if necessary for administrative purposes)

SCHEDULE "B"**MANNER OF PAYMENT**

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

- All payments will be made contingent upon the work being performed to the satisfaction of CMHC.

7 SECTION 7 APPENDICES

7.1 APPENDIX A Certificate of Submission

MANDATORY

_____ hereby:

 Company Name Procurement Business Number (PBN)

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

Signed this _____ day of _____, 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

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<p>Proponent Qualifications</p> <ul style="list-style-type: none"> • Description of firm • Qualification of personnel • References • Office locations 	10		70	
<p>Scope (4.7.1)</p> <ul style="list-style-type: none"> • Description of the two best value propositions to serve the travel needs of CMHC 	25		175	
<p>Response to Statement of Work</p> <ul style="list-style-type: none"> • Staffing (4.7.2) • Services to CMHC (4.7.3) <ul style="list-style-type: none"> - Bilingual counsellors - Policy compliance - Low fare search parameters - Quality assurance - Low fare guarantee - Familiarity with remote destinations • Hotel and Car Reservations (4.7.4) • Specialty Services (4.7.5) • Ticketing Requirements (4.7.6) • Insurance (4.7.7) 	35		245	

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
Account Management / Project Management Plan <ul style="list-style-type: none"> • Customizable reporting • Standard reports • Customer service issues – resolution plan • Proposal for increased online adoption • Emergency reporting for disaster recovery • Project management approach 	10		70	
Technical Score				
Pricing <ul style="list-style-type: none"> • Lowest price = full points 	20			
TOTALS	100			

7.3 APPENDIX C Mandatory Compliance Checklist

- | | | |
|--------------------------|-------------------------------|---------------------------------------|
| <input type="checkbox"/> | Submission Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Proponent's Qualifications | Section 4.6 |
| <input type="checkbox"/> | Response to Statement of Work | Section 4.7 |
| <input type="checkbox"/> | Financial Information | Section 4.9 |
| <input type="checkbox"/> | Pricing Proposal | Section 4.10 |
| <input type="checkbox"/> | Travel Agency's Pricing | Section 4.11 |
| <input type="checkbox"/> | 7.1 Certificate of Submission | (Section 7 Appendices,
Appendix A) |

7.4 APPENDIX D – Travel Volumes and Trends

Travel agency booked data for calendar year of 2013	
<p>Current Travel Service Model:</p> <p>CMHC currently utilizes the services of a travel management company via a full service on-site travel agency staffed by two full time bilingual senior travel counsellors. Account management is fulfilled by one bilingual Business Manager employed by the travel management company.</p>	
Airline Data	<p>Total # of tickets original: 3077 Total # of exchanges: 562 (18%) Total # of refunds: 8 Total booked revenue: \$1.9M</p> <p>Domestic tickets: 3005 (98%) Domestic revenue: \$1.7M (89%)</p> <p>Transborder tickets: 54 (2%) Transborder revenue: \$37K (<2%)</p> <p>International tickets: 18 (2%) International revenue: \$31K (<2%)</p>
Rail Data	<p>Total # of tickets: 503 Total booked revenue: \$71K</p>
Vehicle Rental Data	<p>Total # of vehicle rentals: 1880 Total # of rental days: 4356 Total vehicle rental booked revenue: \$181K</p> <p>Domestic bookings: 1878 (>99%) Domestic rental days: 4347 (>99%) Domestic booked revenue: \$180K (>99%)</p> <p>Transborder bookings: 2 (<1%) Transborder rental days: 9 (<1%) Transborder booked revenue: \$410 (<1%)</p>
Hotel Booking Data	<p>Total # of hotel bookings: 4902 Total room nights: 8532 Total booked revenue: \$1.3M</p> <p>Domestic bookings: 4808 (98%) Domestic room nights: 8251 (97%) Domestic booked revenue: \$1.2M (92%)</p>

	<p>Transborder bookings: 76 (<1%) Transborder room nights: 232 (3%) Transborder booked revenue: \$44K (3%)</p> <p>International bookings: 18 (<1%) International room nights: 49 (<1%) International booked revenue: \$10K (<1%)</p>
Online Booking Tool Data	<p>Total # overall transactions: 4088 Total # traditional transactions: 2676 (65%) Total # online transactions: 990 (25%) Total # online assisted transactions: 419 (10%) # online PNR's: 2812</p> <p>Adoption percentage: 34%</p>
Phone Data	<p>General Queue English # calls – 3803 General Queue French # calls – 849 VIP Queue English # calls – 252 VIP Queue French # calls – 188 Online Technical Support English # calls – 1411 Online Technical Support French # calls – 175</p> <p>Total # calls - 6678</p>

Distribution of Travellers	
Number of tickets per year (2013)	Number of travellers
1 – 2	351
3 – 5	183
6 – 10	88
More than 10	72
Total	694

Top 10 Domestic City Pairs	
City Pair	Number of Segments (2013)
Ottawa – Toronto Island	645
Ottawa – Toronto Pearson	523
Ottawa – Calgary	315
Ottawa – Vancouver	304
Halifax – Ottawa	286
Edmonton – Calgary	208
Winnipeg – Calgary	166
Saskatoon – Calgary	116
Halifax – St. John's (NL)	114
Coal Harbour – Victoria (Sea Plane)	114

7.5 APPENDIX E – CMHC Pricing Grid

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and be exclusive of the Harmonized Sales Tax (HST), unless otherwise indicated. CMHC requires that all gross commission payments be passed on to CMHC directly, including but not limited to override commissions at source, rebates and incentive cash rewards. In the event that a Proponent proposes to retain gross commission payments, override commissions, rebates, and/or incentive cash rewards at source, Proponent(s) must indicate a comparable compensation structure for CMHC in this area which will result in an equivalent financial benefit to CMHC.

	Proposal #1	Proposal #2	Group/Events Management
Original Tickets, Exchanges ¹ and Refunds Trx Fee			
Hotel/Car only booking Trx Fee			
Touchless online Trx Fee			
Assisted online Trx Fee			
GetThere PNR Fee			
GetThere implementation fee			
GetThere Monthly Maintenance Fee			
Miscellaneous fees (please describe)			

Indicate any additional costs for the following ² (specify per trx/per hour or otherwise):	Miscellaneous: Please list any other project related costs (please describe):
VIP Traveller	
24 hour/Intransit Desk	
International Specialty Desk	

Adhoc Reports	
Account Management Fee³	
Business Consulting Services	
Expense Management Tool Implementation	
Expense Management Tool Transaction Costs	

Notes:

1- excluding even exchanges

2- Any costs/fees not called out in this pricing grid are assumed to be included in the transaction fee calculation and will not be accepted otherwise by CMHC.

3- It is assumed that 75 hours of account management (annually) is included in the transaction fee.

7.6 APPENDIX F – Summary of CMHC Corporate Travel Policy

Travel Agency:

All travel arrangements are to be made via the designated travel agency or online using the GetThere online booking tool.

Executive Travel:

The President, Senior Vice-Presidents, Vice-Presidents, Chiefs, Sector Heads and General Managers follow the same policy as other CMHC employees with the following exception:

- Business class air travel is permitted for trips of 850 air kilometres or more one way.

Commercial Air Travel:

Employees must make all airline reservations in the economy class cabin at the most economical airfare available at the time of reservation.

Business class travel is permitted for travel outside of Canada where the continuous travel time is greater than 9 hours.

Train Travel:

Employees may travel in Business Class (or its equivalent) when travelling by train.

Car Rental:

Mid-size is the standard size for car rentals unless circumstances warrant renting a larger vehicle. Where possible, suppliers from the Accommodation and Car Rental Directory for Government Employees should be selected or used as a guide for suitable rates.

Hotel Reservations:

Where possible, suppliers from the Accommodation and Car Rental Directory for Government Employees should be selected or used as a guide for suitable rates.

Employees travelling together:

In order to safeguard the interests of the corporation, no more than the following can travel in the same aircraft or vehicle:

- no more than half the Vice-Presidents
- no more than half the Executive Directors
- no more than half of any Sector management team, including no more than half the Directors within the same sector
- no more than half the General Managers
- no more than half the Managers within the same region

The Corporation's travel accident insurance policy does not allow more than 20 employees of the Corporation to travel on the same aircraft.

7.7 APPENDIX G- CMHC REGIONAL ADDRESSES

LOCATION	ADDRESS	LOCATION	ADDRESS
Atlantic Region		Prairies and Territories Region	
Halifax Atlantic Business Centre	9th floor 1894 Barrington Street Halifax NS B3J 2A8	Calgary Prairie and Territories Business Centre	Suite 200 1000 7th Avenue South West Calgary, AB T2P 5L5
St. John's Point of Service	Suite 110 100 New Gower Street St. John's NF A1C 6K3	Edmonton Point of Service	Suite 400 10355 Jasper Avenue NW Edmonton, AB T5J 1Y6
Charlottetown Point of Service	Suite 300 119 Kent Street Charlottetown PE C1A 1N3	Yellowknife Point of Service	Northwest Tower, Suite 806 5201 - 50th Avenue Yellowknife, NT X1A 3S9
Moncton Point of Service	Suite 300 774 Main Street Moncton, NB E1C 9Y3	Regina Point of Service	Suite 120 1870 Albert Street Regina, SK S4P 4B7
Québec Region			
Montréal Centre d'affaires de Québec	1st Floor 1100 René Lévesque West Montréal, QC H3B 5J7	Iqaluit Point of Service	Suite 200 Tumiit Building #626 Iqaluit, NU X0A 0H0
Québec Point de service	Suite 900 2590, boul. Laurier Québec, QC G1V 4M6	Saskatoon Point of Service	Suite 200 119 4th Avenue South Saskatoon, SK S7K 5X2
Gatineau Point de service	Suite 202 259 St-Joseph Blvd Gatineau QC J8Y 6T1	Whitehorse Point of Service	Suite 402 301 Main Street Whitehorse, YT Y1A 5G1
Saguenay Point de service	Suite 202 100 Lafontaine Street Saguenay QC G7H 6X2	Winnipeg Point of Service	Suite 600 175 Hargrave Street Winnipeg, Manitoba R3C 3R8
Ontario Region		British Columbia Region	
Toronto Ontario Business Centre	Suite 300 100 Sheppard Avenue East Suite 300, 100 Sheppard Ave E Toronto, ON M2N 6Z1	Vancouver British Columbia Business Centre	19th and 20th Floor 1111 West Georgia Vancouver, BC V6E 4S4
Toronto Securitization	20th Floor	Prince George	Suite 515

	130 Adelaide Street West Toronto, ON M5H 3P5	Point of Service	390 Victoria Street Prince George, BC V2L 4X4
CMHC Ottawa Branch	700 Montreal Rd., Bldg B0-110 Ottawa Ontario K1A OP7	Victoria Point of Service	Suite 150 1675 Douglas Street Victoria, BC V8W 2G5
Hamilton Point of Service	Suite 1000 25 Main Street West Hamilton, ON L8P 1H1		
London Point of Service	Suite 1010, 383 Richmond St, 383 Richmond Street London, ON N6A 3C4		
Thunder Bay Point of Service	Suite 203 1159 Alloy Drive, Thunder Bay, ON. P7B 6M8		
Sudbury Point of Service	Unit A-15 2037 Long Lake Road Sudbury ON P3E 6J9		