



# REQUEST FOR PROPOSAL

FOR

Design and Administration of Employee Surveys for Canada Mortgage and  
Housing Corporation

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Solicitation Closes: May 30, 2014

Solicitation File # : 201401514

Originating Department: Organizational  
Effectiveness, Human Resources Sector

Contracting Authority:  
Canadian Mortgage and Housing  
Corporation (CMHC)

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## **1 SECTION 1 GENERAL INFORMATION**

### **1.1 Overview of Section 1**

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

### **1.2 Introduction and Scope**

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a three (3) year contract with two optional one (1) year renewals with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of the design, conduct, analysis and reporting of its annual employee survey.

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

CMHC has close to 1,900 employees located at its National Office in Ottawa, and at various Business Centres throughout Canada. The Business Centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

### **1.4 Purpose of Request for Proposal**

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

#### **1.4.1 Service Providers**

CMHC’s contracting and procurement activities are decentralized among CMHC’s National Office in Ottawa and various Business Centres throughout Canada.

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The policy pertaining to the selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services or construction under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by **Business Access Canada** as the Official CMHC source list. All proponents **must** be registered with **Business Access Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by **Business Access Canada** must be included with your proposal. If you are not registered, and you wish to do so, you may access **Business Access Canada** (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148. Present Suppliers not registered with Business Access Canada are required to self-register on the SI via the Business Access Canada Web site.

### 1.5 Schedule of Events

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

<b>Date</b>	<b>Activities</b>
May 12, 2014	Request for Proposal issued
May 30, 2014	Submission Deadline
June 2014	Evaluation and Selection of lead proponent
June 2014	Finalize contract with lead proponent
June/July 2014	Contract award
June/July 2014	Announcement of successful proponent
June/July 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 requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

## **1.7 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 #201401514* 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

## **1.8 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.

## **1.9 Language of Work**

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

## **2 SECTION 2 SUBMISSION INSTRUCTIONS**

### **2.1 Overview of Section 2**

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

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

### **2.2 Certificate of Submission Mandatory**

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

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

### **2.3 Delivery Instructions and Deadline**

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the proponent. All risks and consequences of incorrect delivery of proposals are the responsibility of the proponent. CMHC will not assume or have transferred to it those responsibilities. Proposals may be submitted in English or in French.

#### **Number of copies**

One (1) signed original and four {4} copies of the complete proposal are to be submitted.

#### **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**  
**PROPOSAL CALL: Employee Survey, 201401514**

Proposals arriving late will be automatically rejected and 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 May 30, 2014**

## **2.4 Inquiries**

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

Patricia Howse  
Procurement Advisor  
e-mail: [phowse@cmhc-schl.gc.ca](mailto:phowse@cmhc-schl.gc.ca)  
Fax: 613-748-2998

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.



## **2.13 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 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.

## **2.18 Declaration re: Bid Rigging and Collusion**

In submitting its proposal, the proponent certifies that:

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

## **2.19 Security Clearance**

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

## **2.21 Shortlist**

The evaluation procedure may include a shortlist based on the stated criteria. The shortlisted proponents may be asked to prepare a presentation, supply demonstration equipment or provide additional information prior to the final selection. CMHC reserves the right to supply more information to those bidders who are shortlisted.

## **2.22 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.

### **2.23 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.

### **2.24 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, any subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

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

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

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.

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.

### **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 Statement of Work**

##### **Background**

Canada Mortgage and Housing Corporation has conducted an annual employee engagement survey since 2007. The survey is an important feedback tool for employees to provide their opinions on a number of aspects of CMHC's work environment. It is also a source of information that helps CMHC develop, realign and measure the success of its talent management strategies and enhance employee motivation, engagement and satisfaction with the work environment.

In 2006, the Corporation approved the key components of its talent management framework. This framework vision for managing human resources brought specific focus on aspects of managing people at all levels of the organization, so that CMHC is able to attract and retain the pool of talented employees it requires to achieve its business objectives. The talent management framework was updated in 2011 in order to give more focus to managers' crucial role and significant influence on the flow of corporate talent, work environment, the corporate culture and on creating an inclusive environment that maximizes employee engagement and contribution. CMHC's overall employee engagement level is a Corporate Priority Objective and is measured on an annual basis. Results of the employee survey provide CMHC with valuable insights and help CMHC refine and enhance its talent management strategies to ensure that CMHC achieves its objectives with respect to:

- Effective leadership to ensure an appealing and dynamic corporate culture
- Effective external recruitment and internal movement of talent
- Effective people management
- Development of talent to meet future needs
- Fair, competitive and sustainable compensation of talent

A copy of the framework is included in Appendix E.

CMHC is seeking a proponent to provide state-of-the-art methodology to measure employee engagement and other dimensions of organizational effectiveness by delivering customized survey tools, web hosting, survey administration, data collection, analysis, and reporting. Following the survey results, the proponent will also provide support with the creation of action plans. The proponent will be an expert in the field of employee engagement, have a broad knowledge of approaches and methodology for conducting employee engagement surveys and providing advice and guidance from the development of the survey to the communication of results and development of follow-up actions.

CMHC has identified the following critical success factors with respect to the employee survey. The successful proponent will be expected to demonstrate how they will reinforce these critical success factors in particular.

a) Relevant, reliable and sustainable survey methodology

The survey methodology must be reliable and sustainable. It is important that the survey questions be relevant and aligned with the Talent Management Framework, and that external benchmarks used have been tested and are reliable. It is also essential that the methodology used is state-of-the-art and contains construct validity. Proponents may be asked to provide a report on the psychometric properties of the instrument and/or research on the technical aspects of the survey tools utilized.

b) Customization

CMHC must have the flexibility to customize the survey and link it to CMHC's business objectives so that the survey can be effectively utilized to solicit feedback on business processes. This could include tailoring questions to current organizational initiatives and areas of focus, such as official languages, learning and development or innovation, in order to solicit employee feedback on these matters. The proponent and survey platform must be responsive to CMHC's specific needs and provide services in a timely manner.

CMHC may also require that a separate survey be administered to approximately 50 employees who work on Granville Island since the nature of their work and business environment is unique. This survey will be tailored to the needs of these employees while respecting the overall national survey objective. The proponent must provide a paper version of the survey to employees that do not have access to a computer (approximately 30 employees).

c) Open-ended Questions

Employees must be provided with the opportunity to offer their specific opinions and/or feedback, such as through open-ended questions, and the survey should include a mechanism for analysing and reporting on these responses.

d) Confidentiality

Confidentiality of information is absolutely critical to the success of the employee survey. Employees need to be assured that no personally identifiable information will be released to CMHC or to any other third parties. Participation must be completely confidential.

e) Communication of purpose and uses

It is essential that the purpose of the employee survey and how the results of the survey will be used are clearly communicated to employees. The communication should convey that the survey is intended to support corporate strategy and could help identify ways in which to improve the

workplace and business processes. Every opportunity should be utilized to reinforce the message and to remove any element that might lead to misperception.

f) Reporting

The final data must be provided in a manner that will allow CMHC to mine and analyse the data without compromising employee confidentiality and survey integrity. The reporting platform must be flexible and user-friendly to facilitate the dissemination of information across various regions, sectors and functional areas. The reports should be supplied to CMHC in both official languages (English and French).

The proponent must be able to benchmark CMHC's survey results against a cross-section of industry sectors within Canada, including the public sector. A comparison with results from financial institutions would also be an asset. The ability to compare results against CMHC's historic data would be an asset but is not a requirement. Proponents are encouraged to describe how their survey model can be utilized to create a valid comparison against CMHC's past survey results by identifying the strategies and processes they will use to bridge historical data, while respecting previous contractor's copyrights and confidentiality.

g) Action Planning

The proponent must have experience in supporting the creation of action plans. This includes providing access to industry best practices and clear suggestions for follow-up actions, and providing training to people managers on how to build effective action plans and foster a working environment that engages employees. Services must be available in both official languages (English and French).

### **3.3 Scope of Work**

The following describes the work to be undertaken. Proponents are encouraged to suggest improvements or alternative methodologies in the administration of the employee survey that may be beneficial to the success of the initiative.

#### **Purpose**

The overall purpose of the work is to assess CMHC employees' engagement and commitment to the organization, identify key areas that drive CMHC's level of engagement and solicit feedback on CMHC's workplace and business processes. The following describes CMHC's proposed approach to the employee survey. Proponents should feel free to suggest improvements or a variance in the administration of the process that may be beneficial to the success of the initiative.

#### **Objectives**

The overall objective is to seek employees' feedback on various aspects of CMHC's work and business environments. More specifically, it will address the following objectives:

- Provide employees with an opportunity to share their views about their workplace, CMHC’s business processes, and the organization as a whole
- Identify strengths and opportunities that will help CMHC and its managers create an environment that will allow us to attract, retain and develop the employees we need to fulfil CMHC’s mandate
- Serve as a basis for meaningful discussions and actions at the national, sector and regional level
- Provide a vehicle for CMHC to seek the feedback from employees on specific topics or issues

### Target Audiences

The employees taking part in the employee engagement survey are located throughout the Corporation. It is anticipated that approximately 1,850 employees will participate in the Internet electronic survey with a target of approximately 1,500 completes. The proponent will also provide a paper version of the survey to employees that do not have access to a computer (approximately 30 employees). Below is a list of CMHC offices and points of service as at December 31, 2013.

Offices	Number of employees
<b>Atlantic Region</b>	
Atlantic Business Centre (Halifax)	83
Charlottetown	7
St. John’s	4
Moncton	6
<b>Québec Region</b>	
Québec Business Centre (Montréal)	214
Chicoutimi	1
Gatineau	1
Québec	31
<b>Ontario Region</b>	
Ontario Business Centre (Toronto)	244
Hamilton	8
London	10
Thunder Bay	6
Sudbury	10
<b>Prairies and Territories Region</b>	
Prairies and Territories Business Centre (Calgary)	100
Edmonton	22
Iqaluit	1
Regina	3
Winnipeg	16
Yellowknife	1

Offices	Number of employees
Saskatoon	17
Whitehorse	2
<b>BC Region</b>	
BC Business Centre (Vancouver)	122
Granville Island – Vancouver *	50
Victoria	2
Prince George	1
National Office (Ottawa)	916
<b>Grand Total</b>	<b>1878</b>

\*About 30 employees would require hard copies of the survey

### Survey Instruments

The proponent will develop and tailor the survey questionnaire based on their research on the top drivers of employee engagement and CMHC’s survey requirements. CMHC will approve questions. The on-line and paper survey must be available in English and French.

The questionnaire will require no longer than 15 to 20 minutes to complete. The proponent must make provision for up to 5 open-ended questions. The survey will also include demographic questions, e.g., location of respondents, area of responsibility, age, years of service, position level, gender, diversity representation, while ensuring confidentiality.

The survey must be available in alternative formats that are accessible for persons with disabilities, such as hearing or visual impairment, as required.

The proponent will provide a bilingual paper version of the survey for use in areas where employees do not have access to a computer (approximately 30 copies would be required).

### Survey Administration

The proponent will be responsible for programming, testing, implementing and hosting the survey in both English and French. The proponent will also be required to answer questions and provide clarification throughout the data collection period, while ensuring employee confidentiality. All services and material will be provided in both official languages.

The proponent will send a bilingual electronic invitation to all employees with links to the survey in both English and French. Employees will select their language of choice. The proponent will be responsible for sending three reminders to employees that have not responded to the survey.

## **Data Collection and Delivery**

The proponent will gather the data from the survey, and perform data entry of paper versions of the survey (approximately 30 surveys). The proponent will be responsible for collecting the paper versions of the survey and ensuring employee confidentiality.

CMHC uses the survey results in a variety of reports and materials, e.g., Senior Management, Board of Directors, CMHC measures, etc. To eliminate the chance of errors and to save time, CMHC would like to receive the data in a format that would allow us to easily copy, mine and analyse data while maintaining employee confidentiality. The proponent will advise CMHC on the format the data can be released.

Finally, the proponent will also provide all verbatim responses to open ended questions, separately.

## **Analysis and Reporting**

The proponent will be responsible for analyzing data collected and for producing a Corporate report on survey findings. The Corporate report and presentation should:

- Address the survey objectives and discuss any variations among participants.
- Include a mechanism for analysing and reporting on employee responses to the open-ended questions.
- Outline key findings, engagement level by key demographics that are linked to CMHC data (e.g. sectors, regions, functions, age, position level, gender), comparison of corporate results items by demographic, key drivers, highlight of areas that are strong and recommend areas that require attention to improve engagement.
- Include comparative analysis of the survey results with the public sector, financial institutions(asset), and other industries within Canada or other breakdown as communicated by CMHC. This would also include analysis of key demographics and CMHC results year over year.

In addition to the Corporate report, the proponent will prepare an executive summary with key findings, and conclusions. The proponent will also provide CMHC with a separate report outlining recommendations to improve employee engagement and commitment based on survey results.

The proponent will also produce separate results reports by sector, region and functional areas in the same format as the Corporate report. A complete list of regions, sectors, functional areas and demographics is included in Appendix D.

The format for the Corporate, regional/sectoral and functional area reports will be approved by CMHC. The proponent will be required to prepare and deliver a presentation to CMHC Senior Management on the results.

CMHC would like to have the opportunity to reference the results of the surveys in a variety of internal and external media, e.g. CMHC's Annual Report, CMHC's website, recruitment materials, Employer Awards Applications, etc. This would include providing information of the purpose of the survey and key findings.

### **Action Planning**

Following the communication of the survey results to people managers at all levels, the proponent will be responsible for supporting the creation of action plans for the Corporation as a whole, as well as sectors and regions. This includes providing access to industry best practices and success stories, and making recommendations for follow-up actions. It also includes providing advice and guidance throughout the action planning and implementation process.

The proponent will develop and facilitate training in English and French on how to build effective action plans and foster a working environment that engages employees. The target audience for this training will be managers and supervisors.

### **3.4 Deliverables and Timelines**

The proponent will be required to perform the work and deliverables as described in the phases below:

#### **Planning Phases**

- Take part in a project launch meeting with CMHC, either in person or by telephone, to become familiar with the subject matter, discuss project scope, definitions and concepts related to the topics to be discussed, and to finalize work plan and activities.
- Review CMHC's workforce profiles, annual reports, statement of values, leadership competencies, vision and other material pertinent to the development of the employee survey, while respecting appropriate copyrights.

#### **Survey Development and Design**

- Develop the survey questionnaire in both official languages, in consultation with CMHC, for approval by CMHC.
- Revise and test the survey questionnaire in response to feedback from employees, which CMHC will obtain through consultations with employees such as the President's Advisory Committee, prior to finalizing the survey.
- Prepare in collaboration with CMHC all necessary data files, which will support the development of sector, region and functional reports (e.g. CMHC structure, email addresses), with a minimum of 5 revisions.
- Program and test on-line survey prior to going "live" to ensure the proper functioning of skip patterns, etc.

## Survey Administration

- Obtain key demographic data from CMHC in order to produce reports linked to various levels of this key demographic data.
- Send electronic invitation to all employees with link to the survey (English and French)
- Host the online survey (in both English and French).
- Send three reminders to employees that have not responded to the survey on dates approved by CMHC.
- Provide daily updates on employee participation or site where CMHC can review results.

## Data Collection and Analysis

- Perform collection and data entry for up to 30 paper surveys.
- Complete comparisons with normative data, organizational benchmarks, when available and external benchmarks.
- Analyse data by demographics variables.

## Reports Preparation and Presentation

- Prepare Corporate report, presentation and executive summary in accordance to Sector 3.4 Scope of Work.
- Prepare region, sector and functional reports. CMHC requires that some of the reports be in both official languages.
- Prepare and deliver a presentation to Senior Management on the results of the survey.

## Action Planning and Training

- Based on analysis of responses, recommend follow-up actions based on research and industry best practices.
- Develop and facilitate training in English and French, to be approved by CMHC, for people managers on how to develop effective action plans and foster a working environment that engages employees.
- Support the development and implementation of action plans by providing advice and guidance throughout the process.

It is estimated that the work will start in July 2014. The survey would be administered the week of September 3, 2014 with the preliminary reports given to CMHC by October 2014 and final analysis completed by November, 2014. The development of action plans and related training would then follow.

### **3.5 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).

### **Administrative/Infrastructure**

- (1) All services, consultation, materials and training must be provided in both official languages as required by the client and the proponent should indicate what steps will be taken to ensure that all materials are of equivalent quality in both French and English. Refer to Section 1.9 Official Languages.
- (2) The proponent or its key Principals must have at least 5 years experience providing the same type of service to other organizations.
- (3) The proponent will identify the roles and provide a profile of the professional qualifications of the individuals involved in the project.
- (4) The proponent must demonstrate the capacity to provide appropriate confidentiality mechanisms.
- (5) The proponent must demonstrate proficiency in providing a high standard of project management and administration.
- (6) The proponent will describe, in detail, the type of technological infrastructure currently in use in its organization, what systems are in place to ensure against loss of data and service interruptions and how data security is maintained.
- (7) The proponent will describe the mechanisms in place to ensure that the survey can be accessible for persons with disabilities if required, including any technical requirements necessary.
- (8) In response to Section 3.5 Deliverables and Timeline, the proponent will comment on the target timelines, identify any potential issues that could arise and suggest an alternate schedule if necessary, accompanied by a complete rationale.
- (9) The proponent will provide detailed information regarding the nature and the availability of support services (e.g. hours per day, days per week, etc)

### **Survey Questionnaire**

- (10) The proponent must be willing to design and tailor the employee survey to respond to CMHC's needs.
- (11) The proponent must demonstrate that they have the necessary technological infrastructure to deliver secure Internet-based on-line, anonymous and confidential with user-friendly products that provide sufficient guidance to enable participants to complete the questionnaire approximately in 15-20 minutes.
- (12) The proponent must provide evidence of the validity, reliability and sustainability of the tools which they currently use or propose to use.
- (13) The proponent must describe their overall approach to employee engagement, including their engagement model, philosophy, analytical framework, and approach to characterizing the results.
- (14) The proponent must describe how the survey model will allow for CMHC to customize its survey and tailor questions. This description must indicate the minimum number of core survey questions required to sustain the survey model, and the maximum number of questions customized to the needs of CMHC that can be included.

- (15) The proponent must provide samples of employee surveys, communication material to managers and employees, and reports in both official languages.

**Analysis**

- (16) The proponent must demonstrate a highly developed capacity to undertake quantitative and qualitative analysis (e.g. technology, track record, analytical and statistical expertise) and to interpret the data, and must describe it in details in their proposal.
- (17) The proponent must describe its reporting platform in detail, including its technical specifications and system requirements, if applicable. The proponent must also describe how it will incorporate CMHC's key demographic data into the reporting platform and in what format CMHC must supply this data for integration into the reporting.
- (18) The proponent must provide evidence that they use well research and sound methodology to measure employee engagement.
- (19) The proponent must describe in details the methodology, validity and reliability of its external benchmarks.
- (20) The proponent must provide evidence that it possesses the expertise to develop high-quality results reports that are meaningful and provide guidance on moving forward in implementing the recommendations. The proponent must also describe any restrictions that may exist related to reporting, such as the minimum number of responses required in order to produce a report that maintains employee confidentiality or the maximum number of criteria that can be used to provide a more detailed breakdown of the data in one report (i.e. region/sector, age, employee level, etc.)
- (21) A statement that the firm and or staff members working on this project are current members in good standing of the Marketing Research and Intelligence Association (MRIA), or equivalent, and, as such, will conduct this survey in accordance with the Rules of Conduct and Good Practice as set down by the MRIA (or equivalent).

**Action Planning and Recommendations**

- (22) The proponent must provide evidence of its experience in providing recommendations and supporting the creation of action plans following the analysis of the survey results, including a description of successful outcomes.
- (23) The proponent must comment on any training that is available to facilitate the creation of follow-up actions and foster a working environment that engages employees.
- (24) The proponent must describe the process it will use to develop its recommendations based on the results of the survey.

## **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	Other Information
4.11	Pricing Proposal

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 should include information about the proponent's qualifications as follows:

- A description of the firm, its age, organization, number of full-time employees and service specialization.
- The proponent or its key Principals must have at least 5 years' experience providing the same type of service to other organizations. Proposal will include profiles of project team members, their relevant professional qualifications and specific roles/activities assigned to each team member. Resumés for all project personnel, including subcontractors, if any.
- 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.
- Information about office location(s) answering these questions: If awarded this contract, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

#### **4.7 Response to Statement of Work**

#### **Mandatory**

In this section, the proponent should provide detailed information relative to the specifications listed in Section 3.

#### **4.8 Project Management Plan**

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 required.

### **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 Other**

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

#### 4.11 Pricing Proposal

#### Mandatory

The proponent must provide a response relative to the pricing of its proposed solution.

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

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

It is mandatory to have substantial compliance with the following items as assessed by CMHC in its sole and absolute discretion. For the responses to this clause, Proposal Cost, proponents must include their pricing using Tables 1 to 7 included in this document.

The proponent must submit a fixed (firm) price. In addition, the cost should be broken down into the following seven categories and be presented in the format as per the corresponding tables provided:

**Table 1 –Design of Core Survey Costs**

As per the table below, please list the details of, and provide the amounts that would reoccur on an annual basis costs associated with implementation of the core survey questions. If there are no costs under this category, please indicate as such.

<b>Implementation/Start-Up Costs – Core Survey Questions</b>			
<b>#</b>	<b>Items and Description</b>	<b>How charged (i.e. per occurrence or hour)<sup>1</sup></b>	<b>Cost for Service \$</b>
1.	Launch meeting with CMHC to discuss work plan, review related material, concept, branding, etc.		
2.	Design and validation of all elements of the employee engagement survey, including report format		
3.	Pre-testing of the on-line survey questions		
4.	Design of data report for easy manipulation		
5.	Additional costs		
	<b>Total annual implementation costs</b>		

<sup>1</sup> If costs are reported per hour, please indicate total hours required to perform task.

**Table 2 – Annual Design of Customized Survey Costs**

As per the table below, please list the details of, and provide the amounts that would reoccur on an annual basis costs associated with implementation of customized survey questions. If there are no costs under this category, please indicate as such.

<b>Implementation Costs – Customized Survey Questions</b>			
<b>#</b>	<b>Items and Description</b>	<b>How charged (i.e. per occurrence or hour)<sup>1</sup></b>	<b>Cost for Service \$</b>
1.	Design and validation of all elements of the employee engagement survey, including report format		
2.	Pre-testing of the on-line survey questions		
3.	Design of data report for easy manipulation		
4.	Additional costs		
	<b>Total annual implementation costs</b>		

<sup>1</sup> If costs are reported per hour, please indicate total hours required to perform task.

**Table 3 – Annual Design of Customized Survey Costs for 50 Granville Island Employees**

As per the table below, please list the details of, and provide the amounts that would reoccur on an annual basis costs associated with implementation of a survey specific to the unique needs of Granville Island employees. If there are no costs under this category, please indicate as such.

<b>Implementation Costs – Granville Island Survey Questions</b>			
<b>#</b>	<b>Items and Description</b>	<b>How charged (i.e. per occurrence or hour)<sup>1</sup></b>	<b>Cost for Service \$</b>
1.	Design and validation of all elements of the employee engagement survey, including report format		
2.	Pre-testing of the on-line survey questions		
3.	Production and distribution of hard copy questionnaire for approximately 30 participants, including cost for data entry		
4.	Design of data report for easy manipulation		
5.	Additional costs		
	<b>Total annual implementation costs</b>		

<sup>1</sup> If costs are reported per hour, please indicate total hours required to perform task.

**Table 4 – Annual Survey Administration Costs**

In Table 4, please list and provide a unit cost for the survey administration stating any factors and assumptions made in determining the cost.

<b>Survey Administration Costs</b>			
<b>#</b>	<b>Items and Description</b>	<b>How charged (i.e. per occurrence or per hour) <sup>1</sup></b>	<b>Cost for Service \$</b>
1.	Host the on line survey (in both English and French) for approximately 1870 participants		
2.	Production of invitation and reminder notes		
3.	Send three reminders to employees that have not responded to the survey		
4.	Provide daily updates on employee participation or site where CMHC can review.		
<b>Total annual survey administration costs</b>			

<sup>1</sup> If costs are reported per hour, please indicate total hours required to perform task.

**Table 5 – Annual Results Reporting Costs**

In Table 5, please list and provide a unit cost for the corporate, sector and region reports.

<b>Corporate, Sector and Region Reports Costs</b>			
<b>#</b>	<b>Items and Description</b>	<b>How charged (i.e. per report)</b>	<b>Cost for Service \$</b>
1.	Corporate results report and presentation of the research findings, including results by items and breakdowns categories, e.g., sector, region, age, position, gender, etc.		
2.	Engagement level by breakdown categories, e.g. sector, region, age, position, gender, etc.		
3.	Sector and region results reports.		
4.	Presentation to Senior Management.		
<b>Total annual results reporting costs</b>			

<sup>1</sup> If costs are reported per hour, please indicate total hours required to perform task.

**Table 6 – Annual Action Plan Costs**

In Table 6, please list and provide a unit cost for the training and support of action plans.

<b>Action Plan Support and Training Costs</b>			
<b>#</b>	<b>Items and Description</b>	<b>How charged (i.e. per report)</b>	<b>Cost for Service \$</b>
1.	Develop recommendations for follow-up actions based on research and industry best practices		
2.	Develop training, to be approved by CMHC, for people managers on how to develop effective action plans and foster a working environment that engages employees.		
3.	Support the development and implementation of action plans by providing advice and guidance		
<b>Total annual action plan support and training costs</b>			

<sup>1</sup> If costs are reported per hour, please indicate total hours required to perform task.

**Table 7 – Other Services and costs**

In Table 7, please list and provide a unit cost for any additional service or alternate approaches, stating any factors and assumptions made in determining the cost. Costs provided in this section are for information purposes only.

<b>Other Costs</b>			
<b>#</b>	<b>Items and Description</b>	<b>How charged (i.e. per occurrence or per hour)<sup>1</sup></b>	<b>Cost for Service \$</b>
1.			
2.			
3.			
4.			
<b>Total other services costs</b>			

<sup>1</sup> If costs are reported per hour, please indicate total hours required to perform task.

Although it is anticipated that travel requirements will be minimal, if required, all travel costs will be in line with CMHC’s Travel Policy guidelines.

## **5 SECTION 5 EVALUATION AND SELECTION**

### **5.1 Overview of Section 5**

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

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

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

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

### **5.2 Limitation of Damages**

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

### **5.3 Evaluation Table**

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

### **5.4 Evaluation Methodology**

Each proposal will be examined to determine compliance with each mandatory requirement identified in 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.

## **5.5 Financial Evaluation**

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

## **5.6 Proponent Selection**

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposal into 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 contract. The terms and conditions in this draft contract may be incorporated into any contract resulting from this RFP. CMHC reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

The proponent's proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC form part of the final 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.**

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**PROPOSED CONTRACT**

**CMHC FILE No.** 201401514

**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 \_\_\_\_\_

**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

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the agreement shall not exceed \$ \_\_\_\_\_ for the initial three (3) year term of the contract. Proponents' pricing provided to CMHC in their submission, will form part of the contract and must be fixed for three (3) years 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 201401514** 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 two (2) additional one year periods, not to exceed a cumulative total of five (5) years, including the three (3) year 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 Confidential and 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, including individually identifiable personal information of any kind, 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 agrees to take all measures necessary to ensure that it complies with its confidentiality obligations under this Contract and the legislation applicable to CMHC.

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. The Contractor shall, at the request of CMHC, provide an Oath of Secrecy which was provided to and accepted by CMHC for each of its employees or persons engaged in carrying out the Work.

The Contractor agrees that it will not, without authority, make use of, disseminate or in any way disclose any Confidential Information to any person, firm or business. The Contractor shall take all reasonable precautions at all times (and in any event, efforts that are no less than those used to protect its own confidential information) to protect Confidential Information from disclosure, unauthorized use, dissemination or publication, except as expressly authorized by this Contract. The Contractor agrees that it, he, or she shall disclose Confidential Information only to those of its, his, or her employees or subcontractors who need to know such information and certifies that such employees or subcontractors have previously agreed, either as a condition to employment or service or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Contract. The Contractor will immediately give notice to the Centre of any unauthorized use or disclosure of the Confidential Information. The Contractor agrees to indemnify CMHC for all damages, costs, claims, actions and expenses (including court

costs and reasonable legal fees) incurred by CMHC as a result of the Contractor's failure to comply with its obligations under this section, and the Contractor further agrees to defend and participate in the defence of any claim or suit alleging that the Centre has a liability with respect to any confidential information it may have acquired from a third party; with regard to any unauthorized disclosure, provision or making available of any such Confidential Information.

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.

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 shall cooperate with CMHC and shall provide any information or reasonable assistance required by CMHC, at CMHC's expense, to allow CMHC to take appropriate action to prevent or limit disclosure.

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**

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**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**

Where reports are to be prepared, it shall be in a form acceptable to CMHC and suitable for distribution. Schedule A provides more information on the reports' content and presentation.

#### **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 Language of Work**

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

#### **4.27 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.

#### **4.28 Ownership**

(a) The reports or material 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.

#### **4.29 Insurance**

##### **a) Commercial General Liability Insurance**

The Contractor will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- 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).

### **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 the Contractor pursuant to this Section 4.29 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of the Contractor's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Section 4.29. In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 4.29 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 4.29. 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 Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. All insurance policies shall be provided and maintained by the Contractor at its own expense.

### **4.30 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.

#### **4.31 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.

#### **4.32 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

#### **4.33 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**

The Statement of Work and timelines will be defined with the successful contractor.

**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:

This schedule will be defined with the successful contractor.

## 7 SECTION 7 APPENDICES

### APPENDIX A

### MANDATORY

#### 7.1 Certificate of Submission

\_\_\_\_\_ hereby:  
Company Name Procurement Business Number (PBN)

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 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.

**APPENDIX B**

**7.2 Evaluation Table**

EVALUATION CRITERIA	A	B	C	D
	WEIGHT	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<p><b>Bilingual Requirement (Section 1.9 and 4.7)</b>                      Proponent will be evaluated on the information provided based on their ability to provide services in both official languages.</p>	<p>Yes</p> <p>No</p>	<p>Compliant – proceed with evaluation process</p> <p>Non-compliant – eliminated from competition</p>		
<p><b>Proponents qualifications (Section 4.6)</b></p> <ul style="list-style-type: none"> <li>▪ A description of the firm, its age, organization, number of full-time employees and service specialization.</li> <li>▪ The proponent or its key Principals must have at least 5 years’ experience providing the same type of service to other organizations. Proposal will include profiles of project team members, their relevant professional qualifications and specific roles/activities assigned to each team member. Resumés for all project personnel, including subcontractors, if any.</li> <li>▪ References: A list of 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.</li> <li>▪ Information about office location(s) as requested in section 4.6.</li> </ul>	15			
<p><b>Response to Statement of Work (Section 4.7)</b>                      Proponent will be evaluated on the information provided in response to the specifications listed in Section 4.7, Response to the Statement of Work.</p>	40			
<p><b>Project Management Plan (Section 4.8)</b></p> <ul style="list-style-type: none"> <li>▪ Project Management Approach</li> <li>▪ Quality Control</li> <li>▪ Status Reporting to CMHC</li> <li>▪ Work Schedule</li> </ul> <p>Interface with CMHC</p>	10			
<p>Sample of surveys and reports in both official languages</p>	5			

Submission Deadline: 2:00 pm Eastern Time May 30, 2014

EVALUATION CRITERIA	A	B	C	D
	WEIGHT	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<b>Pricing Proposal</b> CMHC will allot the highest points to the lowest priced offer and pro-rate all other priced offers by the percentage they are higher from the lowest priced offer.	30			
TOTALS	100			
Credit Check of Lead Proponent <sup>(1)</sup>		Pass or Fail		

## APPENDIX C

### 7.3 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 4.11                          |
| <input type="checkbox"/> | Proposed Contract             | Section 6                             |
| <input type="checkbox"/> | 7.1 Certificate of Submission | (Section 7 Appendices,<br>Appendix A) |

## **7.4 Reports**

### **7.4.1 CMHC, Regions and Sectors (up to 21 reports)**

- CMHC Overall
- Atlantic Region
- Quebec Region
- Ontario Region
- British Columbia Region (up to two reports)
- President's Office and Audit & Evaluation Services Sector
- Finance Sector (up to two reports)
- Human Resources
- Corporate Development, Policy and Research Sector (up to three reports)
- Assisted Housing Sector
- Insurance Sector (up to two reports)
- Capital Markets (up to two reports)
- Risk Management Sector
- Legal Services and Corporate Secretary Sector (up to two reports)

### **7.4.2 Functional Areas (13 reports)**

- Assisted Housing
- Mortgage Insurance
- Capital Markets (Securitization, Investments, Pension Fund, Treasury)
- Market Analysis
- Policy, Research and Information Transfer
- Marketing and Communications
- Finance
- Information Technology
- Administration
- Professional Services (e.g., Appraisal and Technical Services)
- Human resources
- Risk Management
- Other

### **7.4.3 Demographics**

- Age
- Years of Service
- Employee Equity
- Gender
- Region and Sector
- Functional Areas
- Divisions

**7.5 Talent Management Framework**

<b>CMHC's Vision For Talent Management</b>					
Talent refers to the individual and combined skills, knowledge and behavioural competencies of CMHC employees at all levels of the Corporation.					
<b>Vision</b>	Talent management is the strategic management of the flow of talent through an organization in order to achieve business outcomes. CMHC's talent management framework seeks to achieve the following: <ul style="list-style-type: none"> <li>✓ Managers and leaders possess the skills, knowledge, and competencies, and are equipped with the tools and resources required to effectively manage CMHC employees and fulfill their people management responsibilities (manager focus)</li> <li>✓ CMHC employees work in an inclusive environment that maximizes their engagement and contribution, that provides opportunities to learn and develop and that rewards their performance (employee focus)</li> <li>✓ CMHC is able to attract, motivate and retain the pool of talented and diverse employees required to ensure the continued achievement of key business objectives (corporate focus)</li> </ul>				
<b>Critical Success Factors and Outcomes</b>	<b>1. Effective leadership to ensure an appealing and dynamic corporate culture</b>  Leaders are instrumental in creating a corporate environment that inspires, motivates and mobilizes employees to give their full effort to achieve corporate goals.  Leadership is a competency that is valued at all levels of the organization.	<b>2. Effective external recruitment and internal movement of talent</b>  External recruitment strategies enable CMHC to attract and successfully integrate needed talent.  Internal movement strategies encourage the flow of talent throughout the Corporation, in line with business requirements and the developmental and career aspirations of needed talent.	<b>3. Effective people management</b>  CMHC managers provide employees with the support and tools they need to work to their full potential.  CMHC's workplace community fosters collaboration, respect and trust.  CMHC's approach to performance management encourages open and honest manager/ employee communication in order to maximize performance and prepare for future possibilities.	<b>4. Development of talent to meet future needs</b>  The organizational approach to learning aligns employee development with the Corporation's current and future business needs, encourages employees to pursue their career goals.  CMHC's approach to succession planning allows the Corporation to proactively identify succession risks and enables a timely response to filling gaps across the organization.	<b>5. Fair, competitive and sustainable compensation of talent</b>  The Corporation provides a fair and competitive compensation package, including performance-based incentives that encourages the attraction and retention of employees and motivates them to do their very best.  Its compensation package is well structured, sound and sustainable, ensuring continued value and benefit to CMHC and its employees over the long-term.

<b>Supporting Framework and Activities</b>	<ul style="list-style-type: none"><li>• <i>Clear accountability for talent management</i></li><li>• <i>Proactive identification of talent needs through effective workforce analysis, planning and measurement of outcomes</i></li><li>• <i>Sustained momentum for vision and related initiatives through clear, ongoing and effective communications</i></li><li>• <i>Modern and effective supporting infrastructure</i></li></ul>
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