



# REQUEST FOR PROPOSAL

FOR

Payroll Services

Date issued: 25 November 2014

Solicitation Closes: 19 December 2014

Solicitation File # : 201404489

Originating Department:  
Total Compensation

Contracting Authority:  
Canada Mortgage and Housing  
Corporation (CMHC)

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Canada



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## **1 SECTION 1: GENERAL INFORMATION**

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

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

### **1.2 Introduction and Scope**

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with one vendor (hereafter referred to as the “proponent”) to assume responsibility for all employee and pensioner payroll services as well as all related pension benefit payments. The term of the contract will be for five (5) years and, at the sole option and discretion of CMHC, may be extended for two (2) additional renewal periods, the first for three (3) years and the second for two (2) years, for a cumulative total not to exceed ten (10) years.

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

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

### **1.3 Prequalification and Confidentiality and Non-disclosure Agreement**

Upon confirmation that the respondent meets all prequalification criteria (set out in *Appendix A: Prequalification Criteria*) and signature of a Confidentiality and Non-disclosure Agreement as required by CMHC (set out in *Appendix B: Confidentiality and Non-disclosure Agreement*), respondents to this RFP will be provided with the RFP appendices set out in Section 8 (Appendices G to V inclusively). The confirmation and the executed Non-disclosure Agreement, which must be dated and signed by an authorized signatory of the respondent, are to be returned to the contact person named in the RFP in Section 2.4.

### **1.4 CMHC Background**

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

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

## 1.5 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 with respects to its requirements. By submitting a proposal, proponents agree to be bound by the terms of this RFP, and the terms of the proposal that they submit.

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various Business Centres throughout Canada. This RFP will be administered by the procurement group at CMHC's National Office in Ottawa.

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

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

## 1.6 Schedule of Events

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

Date	Activities
25 November 2014	Request for Proposal issued
10 December 2014	Deadline for inquiries
19 December 2014	Submission deadline
14 January 2015	Evaluation and selection of short-listed proponent(s)
29-30 January 2015	Conduct interviews with short-listed proponent(s)
06 February 2015	Evaluation and selection of lead proponent(s)
09 February 2015	Announcement of successful proponent
16 November 2015	Go live date – ready for mirrored payroll processing
TBD	Debriefing to unsuccessful proponents, as requested

## 1.7 Mandatory Requirements

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

Mandatory requirements are identified in:

- Section 2: Submission Instructions
- Section 4: Proposal Requirements
- Section 6: Proposed Contract, and
- Appendix C: 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 or revise any mandatory requirements during the RFP process 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. In the event that CMHC elects to waive or revise a mandatory requirement, all proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals as noted in Section 2.8.

## 1.8 Procurement Policy Re: The Environment

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

## 1.9 Proponent Feedback

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

Proponents may submit comments labelled as *Proponent Feedback RFP # 201404489* to the name and address provided in Section 2.4.

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

Any proponent who notes a material flaw in the RFP that could prevent CMHC from receiving best value from the process, is asked to report it to CMHC as soon as possible, using the inquiry process specified in Section 2.4.

### **1.10 Income Tax Reporting Requirement**

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

## 2 SECTION 2: SUBMISSION INSTRUCTIONS

### 2.1 Overview of Section 2

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

Proponents are advised that CMHC has provided as Appendix E 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 C, summarizes some of the mandatory requirements set out in the RFP. It is a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by an authorized signatory of the proponent. Refer to *Section 1.7 Mandatory Requirements*.

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

### 2.3 Delivery Instructions and Deadline

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

#### Submission Deadline

**MANDATORY**

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

***2:00 p.m. local Ottawa time, on 19 December 2014***

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

#### Delivery Instructions

Number of copies	One (1) signed original and five (5) copies of the complete proposal are to be submitted.
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Packaging Instructions	<p>Proposals, including all supporting documentation, are to be sealed. The <u>outermost</u> packaging of the proposal, including any courier or delivery packaging, must indicate all of the following information and be addressed exactly as follows:</p> <p><b>C1 Guard Station Canada Mortgage and Housing Corporation 1st Floor, “C” Building 700 Montreal Road Ottawa, Ontario K1A 0P7 PROPOSAL CALL: Payroll Administration Services: RFP file number 201404489</b></p>
Address for Delivery	<p>C1 Guard Station Canada Mortgage and Housing Corporation 1st Floor, “C” Building 700 Montreal Road Ottawa, Ontario K1A 0P7</p>

## 2.4 Inquiries

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

*Patricia Howse, Procurement Advisor*

*Fax: 613-748-2079*

*Email: phowse@cmhc-schl.gc.ca*

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received after 10 December 2014.

All written questions submitted, which in the opinion of CMHC affect all proponents, will be answered by CMHC in writing and distributed to all proponents by 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 e-mail or GETS.

## 2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A proponent will not be allowed to add, change or delete any

information during this process. CMHC is in no way obliged to meet with any or all proponents for this purpose.

## **2.6 Proponent Contact**

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

## **2.7 Offering Period**

**MANDATORY**

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the proponent until 01 June 2015.

## **2.8 Changes to Submission**

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

## **2.9 Multiple Proposals**

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

## **2.10 Acceptable Alternative**

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

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

## **2.11 No Liability**

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

## **2.12 Verification of Proponent's Response**

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

## **2.13 Ownership of Responses**

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

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

## **2.14 Proprietary Information**

Information contained in this RFP is to be considered "Proprietary Information" and the proponent is not to disclose this information to any party other than the proponent's employees or agents participating in the response to this RFP; this is in addition to the confidentiality obligations contained in the Non-Disclosure Agreement (Appendix B of Section 7) and in the Services Agreement which will be signed with the successful proponent (Appendix F).

## **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 with Respect to Gratuities**

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

## **2.17 Conflict of Interest**

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

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

The proponent declares that any of its principals, employees and agents who will derive a direct benefit from any agreement which may arise from this request for proposal are in compliance with any applicable provisions of the *Conflict of Interest Act* and the *Conflict of Interest and Post-Employment Code for Public Office Holders (2012)*.

## **2.18 Declaration with Respect to Bid Rigging and Collusion**

In submitting its proposal, the proponent certifies that:

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

## **2.19 Security Clearance**

CMHC may require employees or agents of the selected proponent to be security cleared in order to permit them access to CMHC premises and/or to CMHC information and systems when and if required. This process normally takes approximately five (5) working days but may take longer, depending on the circumstances. If they are not security cleared, CMHC reserves the right to not permit them to access CMHC premises or to require that the proponent or its employees or agents be escorted by a CMHC employee if required to access CMHC premises and to not grant access to CMHC information and systems. Notwithstanding the foregoing, CMHC may, at any time, refuse the right to any individual to enter CMHC premises and may remove any individual from CMHC premises.

## **2.20 Shortlist**

The evaluation procedure may include a shortlist based on the stated criteria as detailed in this RFP # 201404489. 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 proponents who are shortlisted.

### **2.21 Joint Venture Responses**

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

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

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

### **2.22 Intellectual Property Rights**

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

### **2.23 Non-Disclosure of CMHC Information**

Under this section, "CMHC Information" refers to any and all information of a proprietary, personal or confidential nature which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to this RFP process, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the proponent, any subcontractor, reseller, agent or any other person engaged by the proponent.

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

The proponent further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The proponent shall restrict access to CMHC Information to those persons who have a need to know this information in order to respond to this RFP or perform subsequent work related to the RFP.

The proponent shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform work on behalf of the proponent with respect to a response under this RFP does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the proponent or subcontractors without the prior written consent of CMHC. The foregoing is in addition to the confidentiality obligations contained in the Non-Disclosure Agreement (Appendix B of Section 7) and in the Services Agreement which will be signed with the successful proponent (Appendix F).

### **3 SECTION 3: STATEMENT OF WORK**

#### **3.1 Overview of Section 3**

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

#### **3.2 Mandatory Requirements**

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

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

The Mandatory Compliance Checklist is located at Appendix E (Section 8.3).

#### **3.3 Statement of Work**

##### **3.3.1 Background**

CMHC is seeking a service provider to assume responsibility for full payroll processing, as well as all related pension benefit payments. CMHC also expects the service provider to assume responsibility for all members' inquiries through a call centre and to provide a self-service web site where employees will be able to access their payroll-related information and data.

As part of a partnership, CMHC expects the provision of error-free payroll services as well as the free sharing of payroll expertise with CMHC. The proponent and CMHC will fully share knowledge of each other's processes, business needs, and costs and will work together to identify and implement improvements and cost reductions to the payroll process at CMHC.

Suppliers with experience in payroll services with characteristics similar to those of CMHC will be considered. Scope and breath of services as well as adequate internal controls are also a prerequisite for consideration.

The service provider must provide bilingual services as identified in the following appendices:

- Appendix G: Mandatory Requirements Response Grid
- Appendix H: Rated Requirements Response Grid

Concurrently to the outsourcing of the administration of the payroll services, CMHC is also searching for a service provider to take responsibility for the full administration and

recordkeeping of the defined benefit (DB) pension plan.<sup>1</sup> It is expected that the outsourcing for both the administration of the DB plan and the pension payments will start at the same time. However, the preferred supplier is expected to adapt its processes in the event the outsourcing of the DB pension plan administration and recordkeeping is delayed to sometime after the implementation of the payroll outsourcing.

CMHC is interested in exploring service options from proponents that demonstrate excellence in the services outlined in the appendices. The successful proponent is expected to manage the CMHC payroll services in a manner that closely aligns with CMHC's current business practices and corporate [values](#) and [culture](#).

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

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

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

### **3.3.2 Mandatory Requirements**

To qualify as an eligible proponent, a proponent must meet each and all of the mandatory requirements identified in *Appendix G: Mandatory Requirements Response Grid*. The proponent must confirm that they provide each of the services identified in *Appendix G*. If there are any deficiencies, list them in the Additional Comments column and indicate how they are to be overcome. Please use *Appendix G* as your response grid.

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<sup>1</sup> This search is part of a separate RFP.



### **3.3.3 Rated Requirements**

Refer to *Appendix H: Rated Requirements, Appendix I: Implementation Plan, Appendix K: References* for the list of rated requirements. Please use *Appendices H, I, and K* as your response grids.

## 4 SECTION 4: PROPOSAL REQUIREMENTS

### 4.1 Overview of Section 4

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

**Proposal responses are to be organized and submitted in accordance with the instructions in this section and should be organized as identified in the table below.**

Requirements for each “Response Item” are identified in the “Response Item Instructions” column in the following table.

Tab	Response Item	Response Item Instructions	
1.	Covering Letter	Section 4.3	Covering Letter
2.	Table of Contents	Section 4.4	Table of Contents
3.	Executive Summary	Section 4.5	Executive Summary
4.	Appendix C (completed and signed)	Section 2.2	Certificate of Submission
5.	Appendix G (completed)	Section 4.6	Response to Statement of Work
6.	Appendix H (completed)		
7.	Appendix I (completed)	Section 4.7	Implementation Plan
8.	Appendix K (completed)	Section 4.8	References
9.	Appendix J (completed)	Section 4.11	Pricing Proposal

All additional documents that form part of the submission can be organized in subsequent tabs as the Proponent deems appropriate and should be identified in Section 4.4 Table of Contents.

### 4.2 Mandatory Proposal Requirements

Certain requirements in Section 4 are identified as mandatory. See *Section 1.7 Mandatory Requirements*.

### 4.3 Covering Letter

**MANDATORY**

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 individuals who are the principals of the proponent.
- c) The primary contact person with respect to this RFP: the individual’s name, address, phone number and e-mail address.
- d) The locations of primary and all other offices that would be servicing the contract.

#### 4.4 Table of Contents

**MANDATORY**

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

#### 4.5 Executive Summary

**MANDATORY**

The proponent's proposal must 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, innovative approaches to meeting the requirements or cost-saving opportunities; and
- b) A brief statement of the proponent's qualifications to meet CMHC's stated requirements.

#### 4.6 Response to Statement of Work

**MANDATORY**

In this section, the proponent must provide detailed information relative to the specifications listed in *Section 3: Statement of Work*. When responding, the proponent must complete the response grids identified in Sections 3.3.2 and 3.3.3

#### 4.7 Implementation Plan

**MANDATORY**

The proponent shall describe the implementation plan as identified in *Appendix I*. Please use *Appendix I* as your response grid.

#### 4.8 References

**MANDATORY**

The proponent shall provide three (3) references with a preference for organizations similar to CMHC. When responding, the proponent must complete the response grid in *Appendix L: References*.

#### 4.9 IT Security Control Assessment

**MANDATORY**

In order for CMHC to ensure the lead proponent(s) meet the necessary safeguards to securely manage the administration of CMHC's payroll processing, as well as all related pension benefit payments, CMHC reserves the right to conduct an assessment of the IT security control capacity of the lead proponent(s) which may be carried out by CMHC itself or by a third party on behalf of CMHC. Should a proponent be selected as a lead proponent following the RFP evaluation process, CMHC will request the necessary IT security control documentation to confirm that the IT security control capacity of the proponent is satisfactory to CMHC. At that time, the lead proponent(s) must provide to CMHC the following information, within an agreed timeframe, to permit an analysis of the IT security control of the lead proponent(s):

1. Provide assurance showing how they have implemented security controls specified in one of the following security guidelines ISO 27001, ITSG-33 or equivalent for a Protected B, Medium, Medium (PBMM) environment.

2. Provide assurance that an enhanced Treat and Risk Assessment (TRA) has been conducted on their technology/infrastructure.
3. Provide assurance that an internal and external Network Vulnerability Assessment (VA) has been conducted on their technology/infrastructure.
4. The lead proponent will be provided with a Security Requirements Traceability Matrix (SRTM) containing the security controls specified within a PBMM environment. The lead proponent(s) will be required to prove they have met or exceed the baseline safeguards.
5. The lead proponent will be required to include a description of the above listed reports used to summarize and provide detailed information on the security risks, vulnerability and the necessary countermeasures. The lead proponent will be required to ensure that the appropriate safeguards have been implemented to address any risks.
6. The lead proponent may refine security requirements as part of this process to ensure a sufficient amount of detail for their unambiguous allocation in high-level design specification. CMHC will review and potentially approve any refinements implemented by the contractor as part of CMHC's review and change disposition.
7. Upon request from CMHC I&TSRM the lead proponent will provide assurance that security controls are being managed in accordance with a PBMM environment through the life of the contract.

Failure to confirm that the IT security control capacity of the proponent is satisfactory to CMHC, may result in disqualification of the Lead Proponent at which time no further consideration will be provided to the respective submission

#### **4.10 Financial Information**

**MANDATORY**

##### **4.10.1 Credit Check**

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

##### **4.10.2 Financial Capacity**

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

---

**Partnerships, Corporations, Joint Ventures and Consortiums:**

Proponent must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. The proponent also agrees to provide any other relevant financial information that CMHC may subsequently request. The auditor's report must be signed by an appropriate officer of the audit firm. In the case that the financial statements are not audited, CMHC will only accept them if they are accompanied by a signed review engagement report for each year. A complete set of financial statements consists of all the following items:

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

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

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

**Sole Proprietorships**

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

**4.11 Pricing Proposal****MANDATORY**

The Proponent must provide the pricing of its proposed solution as identified in *Appendix J*. When responding, the proponent must complete the response grid in *Appendix J: Pricing Proposal Response Grid*.

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

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

Subsequent to the initial evaluation of proposals submitted and any potential product demonstration by shortlisted proponents, CMHC may, at its sole discretion and option, request a Best and Final Offer (BAFO) from the Proponents included in a short list under Section 2.20. In

the event that CMHC requests a BAFO, proponents will be permitted to re-submit their pricing information which will be scored. The new score will be substituted for the original score to determine the final lead proponent with whom CMHC will enter into negotiations.

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

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

#### **4.12 Value Added Services**

#### **MANDATORY**

In this section, the proponent will provide detailed information about additional integrated services they provide as an outsourced solution to payroll. In addition to the listed requirements, the proponent will describe how their solution can best support the current needs of the organization, while demonstrating adaptability and flexibility within today's market. Please refer to Appendix H: Rated Requirements - Value Added Services.

## **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.

CMHC will base its evaluation on the principle of best value. The lowest cost will not necessarily be accepted. CMHC reserves the right to accept any proposal in whole or in part, to reject all proposals or to terminate the evaluation process and re-issue the RFP at a later date.

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

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

### **5.2 Limitation of Damages**

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

### **5.3 Evaluation Table**

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

### **5.4 Evaluation Methodology**

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

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

- a) Each compliant proposal will be individually evaluated by each member of the Evaluation Committee, made up of qualified personnel as determined by CMHC. Evaluators will evaluate and numerically score each proposal in accordance with the evaluation criteria for the response to Statement of Work and Proponent's Qualifications (as shown in Appendix D: Evaluation Table). Pricing will not be evaluated at this stage.
- b) From the compliant proposals, CMHC may shortlist a maximum of three (3) proponents based on the highest total scores for all rated criteria with the exception of Pricing (as shown in *Appendix D: Evaluation Table*).
- c) The shortlisted proponents will then be evaluated on their Pricing Proposal using the “% based on lowest price” approach. The lowest cost proposal will receive the full points available for the pricing section, while the other proposals will receive a lower score for price relative to the lowest priced proposal.
- d) Proponents that have been shortlisted will be invited to make a presentation to CMHC. The presentation will be given an overall rating based on the application of the criteria set out in this RFP. Details will be provided to the shortlisted proponents.
- e) The presentation will be scored as a separate item and added to the shortlisted proponents' RFP points. CMHC reserves the right to request Best and Final Offers from the shortlisted proponents. The Best and Final Offer Pricing Proposal will then be scored as identified in c) above.
- f) The lead proponent will be the proponent achieving the highest overall combined score.

## **5.5 Financial Evaluation**

CMHC may, at its discretion, conduct a credit check and/or a financial capacity assessment on the lead proponent before beginning contract discussions and may disqualify the lead proponent if it is not satisfied with the results of the credit check or the financial capacity assessment. This credit check and/or assessment will be carried out by CMHC itself or by a third party on behalf of CMHC. 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 4.10 of this RFP.

## **5.6 Proponent Selection**

Once a lead proponent has passed the financial evaluation, CMHC has the option of entering into negotiations with that proponent to incorporate some or all of its proposals into an agreement.

If at any time CMHC decides that the lead proponent cannot satisfy CMHC's requirements, or an agreement cannot be entered into with the lead proponent, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent(s) may meet the requirements, CMHC will continue the process with the secondary proponent(s) and so on.



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

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

## **6 SECTION 6: PROPOSED SERVICES AGREEMENT**

### **6.1 Overview of Section 6**

Attached in *Appendix F: Proposed Services Agreement* is a draft services agreement containing terms and conditions that will form the basis of the agreement resulting from this RFP. CMHC reserves the right to add or modify terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

The proponent's proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC form part of the final agreement and the proponent must accept that the final agreement form must 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 proposed services agreement of any potential conflicts of interest), agrees to be bound by the terms and conditions in the proposed services agreement in *Appendix F* in the event that the proponent is selected by CMHC to enter into an agreement. If a proponent will not be able to satisfy any of the terms and conditions of the services agreement, this must be clearly stated in the proposal; proponents should note that certain provisions of the services agreement are mandatory.

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

**7 SECTION 7: PREQUALIFICATIONS AND NON-DISCLOSURE AGREEMENT**

**7.1 APPENDIX A: Prequalification Criteria**

**MANDATORY**

Upon confirmation that the respondent meets all prequalification criteria below and signature of *Appendix B: Confidentiality and Non-disclosure Agreement*, respondents to this RFP will be provided with the RFP Appendices G to V inclusively). The confirmation and the executed Non-disclosure Agreement, which must be dated and signed by an authorized signatory of the respondent, are to be returned to the contact person named in the RFP in Section 2.4.

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

**Services Provided**

We are a Canadian-based provider of full payroll outsourcing solutions, including pension benefit payments.

Our services include:

- A data center located in Canada housing all outsourced payroll data
- Provision of a call center for client member inquiries
- Provision of a web-based self service site for client members and pensioners
- Provision of a web-based Administrator portal site with reporting capabilities
- We provide outsourced payroll services in both English and French

**Clients Experience**

Amongst our current clients, we provide outsourced payroll services including pension benefit payments to at least five different corporate clients of similar size and scope to CMHC.

**PROPONENT [Confirm full legal name]**

Per: \_\_\_\_\_  
 Name:  
 Title:

Per: \_\_\_\_\_  
 Name:  
 Title:

**7.2 APPENDIX B: Confidentiality and Non-disclosure Agreement** **MANDATORY**

This Agreement is made as of \_\_\_\_\_, 2014, between

Canada Mortgage and Housing Corporation  
("CMHC")  
and

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

**WHEREAS**, in connection with a Request for Proposal that has been issued by CMHC with respect to the provision of payroll services as well as all related pension benefit payments (the "RFP"), CMHC will make available to the Proponent certain confidential and proprietary information regarding CMHC, its employees and retirees, as well as its payroll policies in order to allow the Proponent to make decisions with respect to the preparation and submission of a proposal;

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

**Article 1: Confidential Information**

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

**Article 2: Restrictions on Use and Disclosure of Confidential Information**

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

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

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

### **Article 3: Remedies**

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

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

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

### **Article 4: General**

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

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

Attention:    Patricia Howse, Procurement Advisor  
Fax:           (613) 748-2079

If to Proponent:           **[insert details as above]**

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

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

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

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

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

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

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

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

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

**PROPONENT [Confirm full legal name]**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_  
Name:  
Title:

**8 SECTION 8: APPENDICES**

**8.1 APPENDIX C: Certificate of Submission**

**MANDATORY**

Company Name	Procurement Business Number (PBN)
--------------	-----------------------------------

hereby:

- I. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- II. offers the terms as set out in this proposal, including any pricing proposal until 01 June, 2015 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 and understand that submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent’s proposal, agrees to be bound by the terms and conditions in the draft Agreement in the event that the proponent is selected by CMHC to enter into a contract;
- XI. agrees to comply with all of the draft Agreement MANDATORY clauses in an unaltered form as stated;
- XII. (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).
- XIII. 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.
- XIV. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this \_\_\_\_ day of \_\_\_\_\_, 2014 at \_\_\_\_\_, Canada. *Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.*

**Corporation/Individual:**

\_\_\_\_\_  
Signature of Signing Authority

\_\_\_\_\_  
Name and Title of Signing Authority

Declaration: We have the authority to bind the company.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness



**8.2 APPENDIX D: Evaluation Table**

Criteria	Description	Weighting A	Points 1-10 B	Score AxB
<b>Proponent’s Qualifications</b>	<p>We are looking for a payroll partner that is well-established, with proven and trusted solutions. The vendor’s reputation for sound delivery and support is very important. The selected vendor and assigned resources must possess the following qualifications:</p> <ul style="list-style-type: none"> <li>• Depth and relevant expertise to complete the implementation in a timely manner</li> <li>• High integrity and deep experience</li> <li>• A proven track record of customer satisfaction and successful, on-time/budget implementations</li> <li>• Responsive and effective technical support</li> <li>• Financial soundness</li> </ul> <p>Proponents will be evaluated on the information provided in response to each of the requirements set out in the following sections:</p> <ul style="list-style-type: none"> <li>• Appendix H: Rated Requirements – Proponent’s Qualification</li> </ul>	10		
<b>Requirements</b>	<p>It is critical for vendors to convey how the proposed solution will fully meet the stated functional and service requirements. Our review of the proposals will focus on assessing the vendor’s current payroll service offering, including the ability to meet the stated requirements, with effective audits, edits and security controls; as well as effective admin and end user support.</p> <p>Proponents will be evaluated on the information provided in response to each of the requirements set out in the following sections:</p> <ul style="list-style-type: none"> <li>• Appendix H: Rated Requirements – Payroll Solution and Services</li> <li>• Appendix H: Rated Requirements – Call Centre</li> <li>• Appendix H: Rated Requirements – Employee Self-Service Portal</li> <li>• Appendix H: Rated Requirements – Payroll Administrator Portal</li> <li>• Appendix H: Rated Requirements – Security/Privacy/Confidentiality</li> </ul>	40		

	<ul style="list-style-type: none"> <li>Appendix H: Rated Requirements – Other</li> </ul>			
<b>Value Added Services</b>	<p>We would like to know about additional services provided by the vendor. We will select a solution that can best support the current needs of the organization, while demonstrating adaptability and flexibility within today’s market.</p> <p>Proponents will be evaluated on the information provided in response to each of the requirements set out in the following sections:</p> <ul style="list-style-type: none"> <li>Appendix H: Rated Requirements – Value Added Services</li> </ul>	5		
<b>Implementation Methodology</b>	<p>Our assessment of the vendor’s implementation methodology and timetable will be critical to ensure that the implementation timeframes demonstrate ability to meet required timelines. Presenting a solid plan for importing data from several systems and defining resource needs from the vendor and our perspective will also be key considerations.</p> <p>Proponents will be evaluated on the information provided in response to each of the requirements set out in the following sections:</p> <ul style="list-style-type: none"> <li>Appendix I: Implementation Plan</li> </ul>	20		
<b>Pricing</b>	<p>One-time set-up and or licensing as well as recurring service and maintenance/upgrade costs for technology and hosting fees are critical components of the evaluation. Implementation fees will be an important consideration. Please provide a comprehensive list of fees utilizing the template.</p> <p>Proponents will be evaluated on the information provided in response to each of the requirements set out in the following sections:</p> <ul style="list-style-type: none"> <li>Appendix J: Pricing Proposal</li> </ul>	20		
<b>References</b>	<p>Vendors are asked to provide three (3) customer references for current customers of</p>	5		

	<p>similar size and scope.</p> <p>Proponents will be evaluated on the information provided in response to each of the requirements set out in the following sections:</p> <ul style="list-style-type: none"> <li>• Appendix K: References</li> </ul>			
<b>Total</b>		100		

**8.3 APPENDIX E: Mandatory Compliance Checklist**

- Prequalification Criteria.....Appendix A
- Confidentiality and Non-disclosure Agreement .....Appendix B
- Certificate of Submission.....Section 2.2, Appendix C
- Submission Deadline .....Section 2.3
- Offering Period .....Section 2.7
- Covering Letter .....Section 4.3
- Table of Contents.....Section 4.4
- Executive Summary.....Section 4.5
- Response to Statement of Work.....Section 4.6
- Implementation Plan .....Section 4.7
- References.....Section 4.8
- IT Security Control Assessment .....Section 4.9
- Financial Information .....Section 4.10
- Pricing Proposal .....Section 4.11
- Value Added Services .....Section 4.12
- Proposed Services Agreement .....Section 6, Appendix F

## 8.4 APPENDIX F: Proposed Services Agreement

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### SERVICES AGREEMENT

CMHC FILE No. [Click here to enter text.](#)

#### **THIS AGREEMENT (the “Agreement”)**

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

**AND**                            [Click here to enter text.](#)  
  
(hereinafter referred to as "the Contractor")  
  
(individually a “Party,” collectively the “Parties”)

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

#### **Article 1.0 - The Services**

- 1.1**     The Contractor covenants and agrees to provide [Click here to enter text.](#) in accordance with the Statement of Work attached as Appendix “A” (the “Services”). (*Provide general description of services*)
- 1.2**     The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.

#### **Article 2.0 - Term of the Agreement**

- 2.1**     The term of the Agreement shall be for a period of five (5) years commencing on [Click here to enter text.](#) and terminating on [Click here to enter text.](#)(the “Term”).

## **2.2 Renewal**

The Agreement may be renewed at CMHC's sole discretion for two (2) additional renewal periods, the first for three (3) years and the second for two (2) years, not to exceed a cumulative total of 10 years.

## **2.3 Termination**

**MANDATORY**

### **2.3.1 No fault termination**

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

### **2.3.2 Termination for Default of Contractor – Change in Control - Bankruptcy**

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

- a) The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC within twenty (20) days of receipt of written notice of breach from CMHC;
- b) The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute, in the opinion of CMHC, a material breach;
- c) There is a change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity.
- d) 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.

### **2.3.3 Termination for Unlawful Act**

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

### **2.3.4 CMHC's Obligations upon Termination**

In the event that a notice of termination is given, and subject to the deduction of any set off or other claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will make payment for the value of all Services satisfactorily performed in accordance with this Agreement, to the date of the notice, such

value to be determined in accordance with the rate(s) specified in the Agreement. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

### **2.3.5 Contractor's Obligations upon Termination**

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

### **2.4 Termination Assistance**

Commencing twelve (12) months prior to expiration of the Term or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement, the Contractor shall provide CMHC with reasonable termination assistance as requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

## **Article 3.0 – Financial**

- 3.1** In consideration of the performance of the services, as described in Article 1.0 and Schedule A, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$ [Click here to enter text](#). for Services provided during the initial term of the Agreement. Pricing increases may be negotiated for each successive renewal term where applicable.
- 3.2** The amount payable to the Contractor by CMHC pursuant to article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.
- 3.3** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency and-or the appropriate provincial taxing authorities all taxes payable on the Services.

### **3.4 Invoicing**

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

All invoices must make reference to this Agreement by quoting CMHC file number [Click here to enter text.](#)

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Services were performed in accordance with the terms and conditions of the Agreement and to the satisfaction of CMHC. In the event that the Services or any part of the Services do not meet the standards set out in the Agreement or were not performed to the satisfaction of CMHC, CMHC may take such action as reasonably necessary to rectify the situation, including, without limitation, any one or more of the following:

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

### **3.5.1 Method of Payment**

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

### **3.5.2 Direct Deposit and Income Tax Reporting Requirement**

**MANDATORY**

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



responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

### **3.6 Audit**

**MANDATORY**

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. The Contractor agrees to allow CMHC's internal and external auditors and any regulatory bodies with oversight over CMHC ("CMHC Auditors") the right to examine, at any reasonable time, any and all records relating to the Services identified herein. Without limiting the generality of the foregoing, this includes audits related to the collection, use, disclosure and safeguarding of Personal Information by the Contractor.

The Contractor agrees to provide the CMHC Auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice; however CMHC agrees to cooperate with the Contractor, as is reasonably possible, in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

## **Article 4.0 - General Terms and Conditions**

### **4.1 Intellectual Property Rights**

All material, reports and other work product produced under the Agreement will become the sole property of CMHC upon its coming into existence and CMHC will hold all intellectual property rights (including moral rights) therein. The Contractor warrants that it has sufficient rights to satisfy this term. Upon the material coming into existence, the Contractor hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material.

Nothing in this Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties.

### **4.2. Confidentiality and Non-Disclosure of CMHC Information**

**MANDATORY**

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

**The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive**

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

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

Where the Services are sensitive in nature or include access to confidential information, CMHC may require that the Contractor provide an Oath of Secrecy or a security clearance for each of its employees or persons engaged in performing the Services.

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

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

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

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

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

### **4.3. Personal Information**

**MANDATORY**

Without limiting the generality of Section 4.2 above with respect to CMHC Information including Personal Information, the Parties agree that as the Services necessitate that sensitive Personal Information be disclosed to the Contractor, additional conditions are required with respect to Personal Information as set out in this Section 4.3.

The Contractor agrees as follows:

- a) Personal Information shall be collected, used and disclosed by the Contractor only as is necessary for the Contractor to fulfill its obligations under this Agreement and for no other reason whatsoever.
- b) Notwithstanding any other provision in this Agreement, the Contractor shall maintain and treat the Personal Information as strictly confidential, shall take appropriate safeguards to protect the Personal Information (including any safeguards directed by CMHC), whether in electronic or paper form, and shall not disclose such Personal Information except to those of its employees who have a need to know for the performance of the Contractor's obligations under this Agreement, and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement and then only if such disclosure is within Canada. Without limiting the generality of the foregoing, no Personal Information may be disclosed outside of Canada without the prior authorization of CMHC.
- c) If the Contractor, with the consent of CMHC, collects Personal Information from an individual directly, it shall inform the individual, in writing, of the purpose of the collection and shall make all reasonable efforts to ensure the accuracy of the Personal Information; further the Contractor shall make corrections to the Personal Information if requested to do by the individual who is the subject of the Personal Information or by CMHC, and shall inform CMHC of any such correction made at the request of an individual within seven (7) days after the correction is made.
- d) In the event that there is any unauthorized disclosure of the Personal Information, the Contractor shall inform CMHC immediately of such breach and shall cooperate fully with CMHC in mitigating and managing the effects of the breach.
- e) In the event of any request being made to the Contractor for Personal Information in the possession of the Contractor, the Contractor shall, within seven (7) days of such request being made, advise the requester to make the request to CMHC's Access to Information and Privacy Office (the "ATIP Office"). The Contractor shall further, if requested to do so by the ATIP Office, send the Personal Information which is the subject of a request to the ATIP Office within ten (10) days of the ATIP Office requesting such Personal Information and fully cooperate with CMHC in processing the request and in the investigation of any complaint made in respect of the request.
- f) The Contractor may only retain the Personal Information for the Term and any of this renewal of the Term of this Agreement. Upon termination, all Personal Information, in whatever form, including all paper and electronic copies, shall either be returned to

CMHC, forwarded to a third party as directed by CMHC, or destroyed at the direction of CMHC. If the Personal Information is destroyed at the request of CMHC, CMHC may request, and the Contractor shall thereupon provide, a certificate confirming such destruction. CMHC reserves the right to request that the Contractor return all or some Personal Information to the Company before the termination of this Agreement.

- g) If the Contractor is required to disclose Personal Information in connection with a request, demand or order made to the Contractor under applicable legislation or by a court of competent jurisdiction the Contractor shall inform CMHC immediately so that CMHC may seek a protective order from the appropriate authority or instruct the Contractor to undertake a review or appeal in respect of any such request, demand or order and CMHC shall be responsible for any legal fees related thereto.
- h) Nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* or the *Privacy Act*.

#### **4.4. Contractor's Indemnification**

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

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

#### **4.5. Independent Contractor**

#### **MANDATORY**

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

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

**4.6. Contractor's Authority** **MANDATORY**

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

**4.7. Corporation Identification** **MANDATORY**

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

**4.8. Conflict of Interest** **MANDATORY**

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

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

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All work product that has been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

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

**4.9. 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 \$5,000,000 per occurrence for bodily injury and damage to property including loss of use of such property. This policy shall include the following extensions:

- cross Liability including severability of interest

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

b) Professional (Errors & Omissions) Liability

The Contractor will provide and maintain Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$10,000,000. The policy will provide 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7 Coverage is to include Contractor's employees and contract employees (if applicable) as insured. The Contractor shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.

c) Network Security Liability and Privacy Liability

The Contractor will provide and maintain Network Security Liability and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than \$10,000,000 and for the duration of the contract. The policy will provide 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7 Coverage is to including Contractor's employees and contract employees (if applicable) as named insured. The Contractor shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.

d) Other conditions

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

All insurance policies required to be maintained by Contractor pursuant to this Article 4.9 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Article 4.9. In addition Contractor shall provide written notice to CMHC forthwith upon

learning that an insurer described in this Article 4.9 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Article 4.9. 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 discretion to grant or withhold its consent to a request to subcontract pursuant to Section 4.19, 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.

#### **4.10. No Limitation**

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

#### **4.11. Non-Compliance**

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

#### **4.12. Force Majeure**

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under the Agreement, CMHC may secure the services of other

qualified Contractors to perform the Services without further compensation or obligation to the Contractor.

#### **4.13. Non-Waiver**

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

#### **4.14. Laws Governing Agreement**

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

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

#### **4.15. Official Languages**

**MANDATORY**

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

#### **4.16. Access to CMHC Property**

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement subject to any security requirements of CMHC including obtaining security clearances by the Contractor's employees. However, CMHC reserves the right to refuse entry to any of Contractor's personnel. CMHC also will have the right at any time to remove from and/or refuse entry to its premises of any of the Contractor's personnel.

#### **4.17. Suspension of Services and Changes in Specifications**

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition results in an increase or decrease in the



cost of the Services, the amount in Section 3.1 shall be adjusted accordingly, provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

#### **4.18. Extras**

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

#### **4.19. Assignment of the Agreement**

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

It is understood and agreed that the Contractor may engage other entities to assist with the Contractor in providing of the Services, provided that the Contractor shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services including but not limited to all Personal Information remaining in Canada. No purported assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

#### **4.20. Closure of CMHC Offices or Suspension of Operations**

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

#### **4.21. Severability**

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

#### **4.22. Scope of Agreement**

This Agreement contains all of the agreements of the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties except those set out herein or attached as Specifications, Conditions and Addendum and signed by both Parties. In case

of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

#### **4.23. Survival**

Articles 2.3.4 (CMHC's Obligations upon Termination); 2.3.5 (Contractor's Obligations Upon Termination); 3.6 (Audit); 4.1 (Intellectual Property); 4.2 (Confidentiality and Non Disclosure of CMHC Information); 4.3 (Personal Information); 4.4 (Contractor's Indemnification); and 4.8 (Conflict of Interest) shall survive termination of this Agreement.

#### **4.24. Definition of "Day"**

In this Agreement, "Day" or "day" shall mean any business day Monday to Friday except for any statutory holiday observed by CMHC as a non business day.

#### **4.25. Plural and Singular, Without Limitation**

Whenever a singular number is used in this Agreement, there required by context, the singular shall include the plural. Whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation."

#### **4.26. Binding**

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

### **Article 5.0 - Agreement Administration**

#### **5.1 Contract Administrator**

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

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

#### **5.2 Notices**

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

To CMHC at the following address:

**Canada Mortgage and Housing Corporation**Name [Click here to enter text.](#)Title [Click here to enter text.](#)Room [Click here to enter text.](#)

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone:

Email:

[Click here to enter text.](#)[Click here to enter text.](#)

To the Contractor at the following address:

[Click here to enter text.](#)[Click here to enter text.](#)[Click here to enter text.](#)**Phone:** ([Click here to enter text.](#)) [Click here to enter text.](#)**Fax:** ([Click here to enter text.](#)) [Click here to enter text.](#)**E-mail:** [Click here to enter text.](#)**Article 6.0 - Documents comprising the Agreement**

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

- (a) This form of Agreement as executed [Click here to enter text.](#);
- (b) CMHC's Request for Proposal dated [Click here to enter text.](#);
- (c) The Contractor's submitted Proposal dated [Click here to enter text.](#); and

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

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

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

**THE CONTRACTOR**

[Click here to enter text.](#)

---

[Click here to enter text.](#)

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[Click here to enter text.](#)

**Date:** \_\_\_\_\_

**CANADA MORTGAGE AND  
HOUSING CORPORATION**

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**Date:** \_\_\_\_\_

**SCHEDULE "A"**

**TERMS OF REFERENCE**

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- 1. Statement of Work**
- 2. Project Management**
- 3. Schedule of Tasks and Allocation of Staff by Phases**

**SCHEDULE "B"**

**MANNER OF PAYMENT**

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

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**1. Upon the contractor having completed \_\_\_\_\_  
and upon submission and acceptance to the full satisfaction of CMHC of \_\_\_\_\_  
by \_\_\_\_\_ \$ \_\_\_\_\_.**

Further to Section 7, the following appendices will be provided following receipt of the signed *Prequalification Criteria (Appendix A)* and the *Confidentiality and Non-disclosure Agreement (Appendix B)* from the proponent:

- 8.5 APPENDIX G: Mandatory Requirements Response Grid**
- 8.6 APPENDIX H: Rated Requirements Response Grid**
- 8.7 APPENDIX I: Implementation Plan Response Grid**
- 8.8 APPENDIX J: Pricing Proposal Response Grid**
- 8.9 APPENDIX K: References Response Grid**
- 8.10 APPENDIX L: Statistics on Payroll Transactions**
- 8.11 APPENDIX M: Base Salary Policy**
- 8.12 APPENDIX N: Individual Incentive Award Policy**
- 8.13 APPENDIX O: Corporate Incentive Award Policy**
- 8.14 APPENDIX P: Salary Administration Policy**
- 8.15 APPENDIX Q: Overtime Policy**
- 8.16 APPENDIX R: Standby and Call Back Pay Policy**
- 8.17 APPENDIX S: Isolated Post Allowances Policy**
- 8.18 APPENDIX T: Aboriginal Employees Employment Income Tax Exemption Guideline**
- 8.19 APPENDIX U: CMHC'S Current Online Pay Statement**
- 8.20 APPENDIX V: Human Resources**