



# REQUEST FOR STANDING OFFER

FOR

*Providers of Capacity Development Services to Support the Management of  
Housing in First Nation Communities*

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Originating Department:  
Assisted Housing Sector

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## **1 SECTION 1 GENERAL INFORMATION**

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

This section provides general information about Canada Mortgage and Housing Corporation (CMHC) and in particular about this Request for Standing Offer (RFSO).

### **1.2 Introduction and Scope**

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into Standing Offers (SOs) with a selection of vendors (hereinafter referred to as “offerors”) for the purpose of developing information material, providing mentorships, delivery of training sessions and transferring knowledge and information to support improvements in First Nations housing. The Offerors will address subject areas related to housing management in First Nation communities including construction, renovation, property and home maintenance, indoor air quality, mould prevention and remediation, client counselling, and charging and collecting for housing services which focus on developing capacity among First Nations leadership, staff and community members to improve their housing. The duration of these Standing Offers will be for a two (2) year initial term with the potential for a one (1) year optional renewal term. These Standing Offers will not to exceed a total overall period of three (3) years. The total dollar value of resulting Call-ups from these Standing Offers (SOs) will not exceed \$3,500,000.

**More detailed specifications can be found in Section 3, “Statement of Goods and/or Services”**

### **1.3 CMHC Background**

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

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

Offerors may visit CMHC’s Web site at: <http://www.cmhc-schl.gc.ca/>

### **1.4 Purpose of Request for Standing Offers (RFSO)**

CMHC will use this Request for Standing Offer (RFSO) to retain a source list of qualified offerors to provide the goods and/or services outlined herein on an “as-and-when requested” basis. In a RFSO process, offers and offerors are qualified in terms of ability to satisfy the stated mandatory criteria, while also providing pricing for the goods and/or services that will be provided to CMHC.

The existence of these Standing Offers (SOs) does not provide the selected offerors with any exclusive rights to the provision of goods and/or services outlined herein. CMHC reserves the right to contract with other suppliers if required.

### 1.5 Schedule of Events

The following schedule summarizes significant target events for the RFSO process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any Standing Offer (SOs) which may be entered into by CMHC and the selected offerors.

Date	Activities
January 6, 2015	Request for Standing Offer (SO) issued
January 27, 2015	Submission of questions deadline
February 3, 2015	Offer Submission deadline
February 27, 2015	Evaluation and selection of Standing Offer (SO) holders
March 4, 2015	Announcement of successful SO holders
March 2015	Debriefing of unsuccessful SO offerors as requested

### 1.6 Terms and Conditions of Standing Offer and Any Resulting Call-Up

The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this RFSO and any resulting Call-up, as though expressly set out herein, subject to any other express terms and conditions herein contained.

### 1.7 RFSO Potential Service Providers

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

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

CMHC utilizes the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC Source list. All proponents **must** be registered with **Public Works and Government Services Canada** prior to submitting an offer. The Procurement Business Number (PBN) provided by this registration must be included with your offer. If you are not registered, and you wish to do so, you may access (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148.

### 1.8 Income Tax Reporting Requirement

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

(including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Standing Offer Holders will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of any Call-up resulting from this RFSO.

## **1.9 Procurement Policy Re: The Environment**

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

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

### **1.10 Call-ups Against a Standing Offer**

Call-ups against this Standing Offer will be on an as-and-when-required basis. CMHC does not guarantee that any successful Offeror under this Standing Offer will in fact be awarded a Call-up. Upon being called up, any Offeror may accept or decline the proposed work.

CMHC reserves the right to Call-up Offerors randomly, at its discretion. CMHC's goal is to provide work to all Offerors on the Standing Offer if and when possible, while allowing flexibility to CMHC staff in the selection process.

The Offeror will sign and remit the signed Call-up against Standing Offer Form to CMHC prior to the commencement of the work. The Call-up against Standing Offer, signed by both parties, constitutes written approval for the Offeror to begin the work.

### **1.11 Quantity**

The quantity of any goods and level of services specified in the RFSO are only an approximation of requirements given in good faith. In submitting an offer to this RFSO, the Offeror acknowledges that any quantities provided are estimates only, and testifies to its ability to accommodate increases or decreases in workload as they occur.

The making of a standing offer proposal by the Offeror shall not constitute a Standing Offer Agreement with CMHC to order any or all of the said goods or services. CMHC may or may not make one or more Call-ups against the standing offer.

The acceptance of a Standing Offer from an Offeror by CMHC does not necessarily mean that any Call-ups will be made against said standing offer.

## **2 SECTION 2 INSTRUCTIONS, TERMS AND CONDITIONS FOR SUBMITTING AN OFFER IN RESPONSE TO THIS REQUEST FOR STANDING OFFER (RFSO)**

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

The purpose of Section 2 is to inform the Offeror about CMHC's offer submission requirements pertaining to this RFSO process.

### **2.2 Certificate of Submission**

#### **Mandatory**

The Certificate of Submission, [Appendix A](#), summarizes some of the mandatory requirements set out in the RFSO. All offeror offers Must include a Certificate of Submission (or an accurate reproduction) signed by the offeror.

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

### **2.3 Information that MUST be part of the Submission**

Please ensure that you have completed all of the requirements outlined in the following sections.

Delivery Instructions and Deadline	<a href="#">Section 2.4</a>
Offering Period	<a href="#">Section 2.8</a>
Offeror's Qualifications	<a href="#">Section 4.4</a>
Response to Statement of Goods and/or Services	<a href="#">Section 4.5</a>
Financial Information/Credit Check	<a href="#">Section 4.6</a>
Pricing	<a href="#">Section 4.7</a>
Certificate of Submission	<a href="#">Appendix A</a>
Certification Requirements for Aboriginal Businesses (if applicable)	<a href="#">Appendix B</a>
Offeror Response Form	<a href="#">Appendix C</a>
Terms and Conditions of Standing Offer and Any Resulting Call-Ups from this Standing Offer	<a href="#">Appendix D</a>

NOTE: Section 4 of this RFSO outlines how the response should be formatted. Please ensure that the RFSO is completed as per these instructions.

NOTE: Appendix G contains a checklist which outlines all information which must be included in the document.

### **2.4 Delivery Instructions and Deadline**

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

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

**Number of copies**

One (1) signed original and two (2) copies of the complete offer are to be submitted.

**Method of Sending**

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

**Packaging and Address**

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

**C1 Guard Station**  
**Canada Mortgage and Housing Corporation**  
**1st Floor, "C" Building**  
**700 Montreal Road**  
**Ottawa, Ontario K1A 0P7**  
**PROPOSAL CALL: Providers of Capacity Development Services to Support the**  
**Management of Housing in First Nation Communities, RFSO File #201404923**

Offers arriving late will be automatically rejected and returned, unopened, to the offeror.

**Offer Submission Deadline**

**Mandatory**

Your offer **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 February 3, 2015***

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

**2.5 Inquiries**

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

Patricia Knott, Procurement Advisor  
*Fax: 613 748-2079*  
*Email: [phowse@cmhc-schl.gc.ca](mailto:phowse@cmhc-schl.gc.ca)*

Information given verbally by any person within CMHC shall not be binding upon CMHC. Offerors must have written confirmation from CMHC for any changes, alterations, etc.,



concerning this RFSO. CMHC cannot guarantee a reply to inquiries received less than 5 (five) business days prior to the closing date.

All written questions submitted which in the opinion of CMHC affect all offerors, will be answered by CMHC in writing and distributed to all offerors by 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 RFSO as a result of any inquiry or for any other reason, an addendum to this RFSO will be provided to each offeror to whom CMHC has issued this RFSO by GETS.

## **2.6 Communication**

During offer evaluations, CMHC reserves the right to contact or meet with any individual offeror in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant goods and/or services. An Offeror 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 offerors for this purpose.

## **2.7 Offeror Contact**

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

## **2.8 Offering Period**

All responses MUST provide that the terms of the response including the pricing offer, shall remain valid and binding on the Offeror for a period of **90 days** following the closing date.

## **2.9 Changes to Offer**

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

## **2.10 Liability for Errors**

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFSO, the information contained in this RFSO is supplied solely as a guideline for offerors. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFSO is intended to relieve offerors

from forming their own opinions and conclusions in respect of the matters addressed in this RFSO.

### **2.11 Verification of Offeror's Offer**

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

### **2.12 Ownership of Offers**

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

All information regarding the terms and conditions, financial and/or technical aspects of the Offeror's offer, 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**. Offerors' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, Offerors 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.

### **2.13 Proprietary Information**

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

### **2.14 Corporation Identification**

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

### **2.15 Declaration re: Gratuities**

In submitting its offer, the Offeror certifies that no representative for the Offeror 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 Call-up or favourable treatment under a Call-up.

### **2.16 Conflict of Interest**

(a) The Standing Offer (SO) Holder and its principals, employees and agents shall avoid any conflict of interest during the term of this Standing Offer and shall immediately declare any

existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.

- (b) The SO Holder must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the SO Holder's duties to that third party and the SO Holder's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Standing Offer and any outstanding Call-ups resulting from the SO. All portions of the Services which have been completed at the date of termination of any Call-up resulting from the SO shall be forwarded to CMHC and CMHC shall be liable for payment to the SO Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the SO Holder's obligations under the Call-up. Upon such payment, CMHC shall have no further obligation of any nature or kind to the SO Holder.

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

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

In submitting its offer, the Offeror certifies that:

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

### **2.18 Intellectual Property Rights**

All information and materials produced under any Call-up resulting from this Standing Offer shall be the exclusive property of the Offeror and the Offeror shall have copyright therein. Without restricting the scope of any license or other right that CMHC may otherwise hold, the Offeror hereby grants to CMHC an exclusive, perpetual, irrevocable, fully-paid and royalty-free right and license to use all or part of the information and materials produced under any Call-up resulting from this Standing Offer world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The license so granted shall survive the termination of the Standing Offer.

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

Under this section, “CMHC Information” refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfill the requirements of the Standing Offer, 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 Standing Offer (SO) Holder, reseller, agent or any other person engaged to perform the Services under the Standing Offer.

The SO Holder acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control of all times. The SO Holder further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The SO Holder shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services under any Call-up awarded as a result of the Standing Offer.

The SO Holder 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 SO Holder shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the SO Holder or subcontractors without the prior written consent of CMHC.

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

## **2.20 Offeror’s Procurement Business Number (PBN)**

As a potential supplier to CMHC, you are required to obtain a Procurement Business Number (PBN). The PBN is created using your Canada Revenue Agency Business Number to uniquely identify your company and its branches, division, or offices, where appropriate.

All Canadian companies **MUST** have a PBN prior to the award of any Standing Offer as a result of this RFSO. Non-Canadian companies are strongly encouraged to obtain a PBN.

Companies may register for a PBN in the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC Source list. All proponents **must** be registered with **Public Works and Government Services Canada** prior to submitting an offer. The Procurement Business Number (PBN) provided by this registration must be included with your offer. If you are not registered, and you wish to do so, you may access (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148.

### **2.21 Costs Associated with the Preparation of Offers**

No payment shall be made for costs incurred in the preparation or submission of an offer in response to this RFSO for any reason whatsoever, including cancellation of this pre-qualification instrument at any time by CMHC.

No payment shall be made for costs incurred before receipt of a signed Call-up form under any resultant SO.

### **3 SECTION 3 STATEMENT OF GOODS AND/OR SERVICES TO BE COVERED UNDER THE STANDING OFFER (SO)**

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

This section of the RFSO is intended to provide Offerors with the information necessary to develop a qualifying offer. The Statement of Goods and/or Services is a complete description of the goods and/or services that may be required under this SO.

#### **3.2 Statement of Goods and/or Services**

##### **3.2.1 Introduction**

Aboriginal Capacity Development assists in enhancing the capacity of First Nations communities to more effectively plan, build, inspect, manage and maintain housing on-reserve. CMHC provides tools and resources to Chiefs and Councils, Housing Managers and staff, Financial Managers and community members to strengthen the building and management of housing in First Nation communities.

##### **3.2.2 Services to be provided**

The purpose of this RFSO is to select Offerors to develop information material, provide mentorships, deliver training sessions and transfer knowledge and information to support improvements in First Nations housing. The Offerors will address subject areas related to housing management in First Nation communities including construction, renovation, property and home maintenance, indoor air quality, mould prevention and remediation, finance, record keeping, client counselling, and charging and collecting for housing services which focus on developing capacity among First Nations leadership, staff and community members to improve their housing.

The specific objectives of capacity development activities under this RFSO are as follows:

1. The delivery of training services to First Nation participants in their communities and elsewhere.
2. To provide consultation/mentorship services to First Nation communities on ways to improve their housing management systems and processes.
3. To assist in the development of Aboriginal trainers by delivering “Train-the Trainer” sessions, co-facilitating capacity development workshops with developing trainers, mentoring other trainers and assessing and reporting on the capabilities of other trainers.
4. To develop new training materials and collateral, and revise existing training materials.

The services and information provided under this RFSO are continuously evaluated to ensure the highest quality results. Evaluations and reporting are a key responsibility of all successful bidders.

Every training service and related activity involves:

- Assessing community capacity development needs, reporting to CMHC on these assessments and how effectively the capacity development activities have responded to these needs.
- Training First Nation people on Housing Management issues. Training sessions may be delivered to multiple people at the same time or one-on-one. Participants will have different levels of education and experience regarding Housing Management.
- Ensuring for every training service delivered, participants complete standard CMHC session evaluation forms and that the trainer completes a report on the training session which outlines observations from the session and highlights what is and is not working.

### 3.2.3 Project Streams

There are two different streams of expertise which offerers may apply to – Housing Management and Technical. Offerors can apply under one or both streams of work according to their qualifications. Expertise in all areas is not required as long as there is sufficient experience for the contracted services.

Under both subject areas CMHC will also consider education and experience related to training and facilitation skills as well as experience in training other trainers.

	<b>Stream 1 - Housing Management</b>	<b>Stream 2 - Technical</b>
Primary	<ul style="list-style-type: none"> <li>• planning</li> <li>• property management</li> <li>• records management</li> <li>• client counseling</li> <li>• policy development</li> <li>• reducing rental arrears (arrears management)</li> <li>• bookkeeping and accounting for housing projects</li> <li>• financial reporting for housing projects</li> <li>• training related to CMHC non-profit and residential rehabilitation programs</li> <li>• capital replacement planning</li> <li>• maintenance management</li> </ul>	<ul style="list-style-type: none"> <li>• home maintenance</li> <li>• indoor air quality</li> <li>• mold prevention and remediation</li> <li>• inspecting new and existing dwellings</li> <li>• building codes</li> <li>• technical training related to CMHC non-profit and residential rehabilitation programs</li> <li>• Heat Recovery Ventilation system (HRV)</li> </ul>
Secondary	<ul style="list-style-type: none"> <li>• governance</li> <li>• project budgeting</li> <li>• financial management</li> <li>• conducting effective meetings</li> <li>• capital project management (construction)</li> <li>• homeownership options</li> </ul>	<ul style="list-style-type: none"> <li>• heating and ventilation systems</li> <li>• fire prevention and fire safety</li> <li>• building quality</li> <li>• building standards and their enforcement</li> <li>• energy conservation</li> <li>• plumbing and electrical systems</li> <li>• construction and renovation practices;</li> <li>• construction engineering</li> </ul>

		<ul style="list-style-type: none"><li>• Energuide and R-2000 construction/energy efficiency;</li></ul>
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### 3.2.4 Value Added Services

Offerors may propose value added services owned by them that are related to but not included in the types of services specifically described in this section. Where CMHC wishes to utilize a product or service identified as a value added product or service, the product owner/licensee would be called upon to deliver that product or service. The Offeror will supply a list of these services (e.g. workshop titles) and proposed per diem rates/fee for each.

### 3.2.5 Offeror Qualifications

Offerors must be able to demonstrate a proven combination of education, experience, knowledge, skills and competencies with respect to the specific service(s) that are being offered. To be accepted as an “Experienced” or “Expert Trainer” (see below), the Offeror must have experience in having successfully delivered housing workshops to First Nations audiences.

Knowledge and experience with First Nation cultures and traditions is imperative.

Offerors will be classified for specific workshops under one of four levels depending on their qualifications and experience. These classifications are at the sole discretion of CMHC:

**Level 1 – Trainer-in-Training** – Someone attending a session and learning how to be a trainer or who may lead certain segments of a session in order to gain facilitation and presentation experience. They are still lacking either subject matter knowledge or experience in leading the particular workshop.

**Level 2 – Co-trainer** – A Trainer who still requires supervision for the specific session. He or she may lead or co-lead certain or all segments of the session under the supervision of either an experienced (Level 3) or expert trainer (Level 4).

**Level 3 - Experienced Trainer** – A Trainer who does not need supervision for the specific session. The trainer may work on their own or with a Trainer-in-Training (Level 1) or a Co-trainer (Level 2).

**Level 4 - Expert Trainer** – A Trainer who has superior content competency, facilitation and presentation skills and is available to assist in the training and development of trainers at all levels. The determination to move to an Expert Trainer level is made at the discretion of CMHC. Level 4 determination is made on a course by course basis and is not meant to be a blanket statement of qualification for all courses.

### 3.2.6 Delivery of Training Services

CMHC will discuss the needs of the communities with Offerors before delivery of training services. Offerors are expected to contact the designated community representatives to ensure



that community needs; expectations and circumstances are properly considered. Offerors are expected to adapt and select appropriate portions of training materials, whether their own or supplied by CMHC, according to the specifics of each assignment, and with CMHC approval.

CMHC will follow up with participants to measure effectiveness and satisfaction with the activity.

Offerors must arrange and pay for their own travel, meals and accommodations up front. Following the provision of the services CMHC will reimburse the trainers for their travel, meals and accommodations expenses in accordance with the CMHC Travel Policy which follows Treasury Board rates and guidelines. See Section 4.7 - Pricing for more detail.

### **3.2.7 Reporting Requirements**

In addition to delivering the specified training services, a final report is required which includes:

- a description of the service provided,
- the background of the participants and the community,
- the types of alterations made to customize the training materials for the community,
- the types of questions asked,
- issues to consider,
- interest in future seminars and
- suggested changes to the material.

**The reports, along with completed session evaluation forms, are to be submitted to CMHC before payment of invoices.**

Offerors shall ensure that, for every service delivered, that participants complete standard CMHC session evaluation forms. The completed forms shall be submitted to CMHC.

If written material is to be prepared for CMHC, it will become the exclusive property of CMHC. Reports or other written material have to be submitted in a form acceptable to CMHC using MSOffice software (Word, Excel, PowerPoint). CMHC may accept documents created in other software, but it will have to be approved before their submission.

## **4 SECTION 4 OFFER REQUIREMENTS**

### **4.1 Overview of Section 4**

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

Response #	
4.2	Covering Letter
4.3	Table of Contents
4.4	Offeror's Qualifications
4.5	Response to Statement of Goods and/or Services
4.6	Financial Information
4.7	Pricing

Elaborate or unnecessarily voluminous offers are not desired. Offerors are encouraged to take care in completely answering questions and offer requirements and to avoid submitting extraneous materials that do not show how the offeror is able to meet SO requirements.

**NOTE:** Please see Section 2.3 for an outline of information that **MUST** be part of the Submission.

Requirements for each Response Item are detailed below.

### **4.2 Covering Letter**

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

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

### **4.3 Table of Contents**

The offeror shall include a Table of Contents using the response item headings and numbering system identified in 4.1 of this section of the RFSO. The response should be paginated for easy referencing by the evaluation committee.

### **4.4 Offeror's Qualifications Mandatory**

The offeror's offer **MUST** include information about the offeror's qualifications as follows:

- (a) A description of the firm and service delivery specialization.
- (b) Résumés for all project personnel who would be assigned to the CMHC account.

- (c) **References:** A list of three (3) contracts of a similar size and scope which the offeror currently holds or has held over the past 24 months. For each contract, the following information is required: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of services provided by the offeror.

#### **4.5 Response to Statement of Goods and/or Services Mandatory**

In this section, the Offeror **MUST** provide detailed information relative to the specifications listed in Section 3, The Statement of Goods and/or Services to be covered under this Standing Offer (SO).

The Offeror **MUST** further complete all information contained in Appendix C.

#### **4.6 Financial Information Mandatory**

Sole proprietorships and partnerships **Must** provide a statement contained within their offer giving written permission for CMHC to perform a credit check as required

#### **4.7 Pricing Mandatory**

##### **4.7.1 Services**

Offerors will be offered the rates in the table below based on their level of experience, plus provincial taxes and GST/HST, for the CMHC-owned workshop materials.

Level	Daily Rate
Level 1 – Trainer-in-Training	\$300
Level 2 – Co-trainer	\$450
Level 3 - Experienced Trainer	\$650
Level 4 - Expert Trainer	\$950

For a definition of the above levels please see Section 3.2.5

For services where non-CMHC owned materials are used, the Offeror **Must** stipulate their proposed daily rate, along with workshop titles, in their response form in Appendix C.

##### **4.7.2 Travel**

For Services provided outside of 100 kilometres of automobile travel of the Offeror's work location, the Offeror will be paid 50% of the per diem rate for the total amount of time spent travelling (plus applicable provincial taxes and GST/HST) (From the Offeror's work location to the destination). Travel time is not to be paid for time spent commuting back and forth from home (or where the offeror is temporarily staying) to the daily worksite.

- No reimbursement will be offered for travel expenses and compensation for travel time where the event is within 100 kilometres by automobile from the proponent's place of business;

- The travel time to and from the event location over 100 kilometres will be negotiated with advanced approval for each event by the local CMHC representative;
- When negotiating reimbursement of travel expenses, the principle that expenses will be based on the lesser of: airfare if applicable, automobile rental rates, or CMHC corporate rates for personal auto use, will apply. This will be determined and preapproved for each event by the local CMHC representative. The actual mode of travel used will be at the discretion of the Offeror.

The following equation is provided to determine payment for travel.

$$\left( \frac{\text{number of hours travelled}}{7.5 \text{ hours (CMHC standard)}} \right) \times (\text{per diem rate being paid for training} \times 50\%)$$

#### **4.7.3 Course Preparation**

Preparation time will only be compensated where an information session or workshop needs to be customized. Preparation time will be negotiated and approved in advance of each event by the local CMHC representative.

CMHC will reimburse proponents for printing charges should sufficient copies not be provided for the course.

#### **4.7.4 Equipment Rental**

No additional fee is offered for rental of an Offeror's equipment that is required for events such as laptops, data projectors.

With respect to events involving working with trainers-in-training, an amount is offered of \$100.00 for the preparation of each trainer-in-training assessment and report related to these individuals.

#### **4.7.5 Inclusions**

The per diem rates are inclusive of the preparation of a facilitator's/trainer's report for standard delivery of information and training sessions and ensuring that participants complete each course evaluation and daily "sign-up" forms. Trainers must collect and forward these forms to the regional CMHC representative before a call up is considered complete. CMHC regions may specify the specific information to be provided.

#### **4.7.6 Taxes and Rate Changes**

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

Daily rates may be adjusted by CMHC at CMHC's discretion based on a trainer's increased qualifications to deliver certain workshops, at the time of renewal of the Standing Offer.

In all cases the rates are to be confirmed in advance of delivery of the services.

**Proponents must include a statement acknowledging their acceptance of these payment terms (See Appendix C).**

## **SECTION 5 EVALUATION AND SELECTION**

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

Section 5 describes the process CMHC will use to evaluate offers and qualify Standing Offer Holders. All offerors that meet all of the mandatory criteria and meet or surpass any stated upset scores, will be awarded a Standing Offer. Receipt of a Standing Offer does NOT automatically mean that an offeror will receive subsequent Call-ups.

**CMHC reserves the right to accept or reject any or all offers in whole or in part.**

CMHC shall conduct the RFSO process in a visibly fair manner and will treat all offerors equitably. To this end, it has established objective RFSO standards and evaluation criteria which will be applied uniformly to all offerors. Therefore, no offeror shall have any cause of action against CMHC arising out of a failure to award a Standing Offer, the failure to evaluate any offer, or the methods by which an offer is qualified.

### **5.2 Limitation of Damages**

The offeror, by submitting an offer, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the offeror in preparing its offer for matters relating to the Standing Offer in respect of the SO process, and the offeror, by submitting an offer, waives any claim for loss of profits if no SO is made with the offeror.

### **5.3 Evaluation Table**

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

### **5.4 Evaluation Methodology**

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

Each substantially compliant offer shall be evaluated by an Evaluation Committee made up of qualified personnel. Each Committee member shall evaluate and numerically score each offer in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "E".

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

Each compliant offer that meets the minimum upset scores in each category shall then be awarded a Standing Offer (SO).

Each substantially compliant offer shall be evaluated by an Evaluation Committee based on the information provided in the response form in Appendix E and qualified accordingly, relative to the Streams of work and levels of expertise (1-4) outlined in Sec. 3.2.5 shall be retained on the Standing Offer.

### **5.5 Offeror Selection**

Acceptance of an offer does not oblige CMHC to incorporate any or all of the accepted offers into a Standing Offer, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at Satisfactory Standing Offers with one or more parties. CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate offer included in any offeror's offer.

Without changing the intent of this RFSO or the qualifying offerors' offer, CMHC will enter into discussions with the qualifying offerors for the purpose of finalizing Standing Offers. If at any time CMHC decides that any qualified offeror cannot satisfy CMHC's requirements, CMHC may terminate negotiations.

Announcement of the successful offerors will be made to all offerors following the notification of the Standing Offer offerors.

### **5.6 Financial Review**

CMHC will carry out a credit check and/or a financial capacity on the lead offerors before beginning SO discussions. This is a pass/fail test. Pass means that SO discussions begin. Fail means that the lead offerors may not enter into SO discussions and are disqualified from further consideration. The financial review will be based on the information supplied by the offeror as per Sections 4.7.1 and 4.7.2 of this RFSO.





## **Appendix B: Certification Requirements for Aboriginal Businesses - If Applicable**

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal's being found non-compliant.

1. I, \_\_\_\_\_ (Name of duly authorized representative of business) hereby certify that \_\_\_\_\_ (Name of business) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.

The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."

The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

### **Please check the applicable boxes in 2 and 3 below**

2. The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, [  ]

OR

The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business. [  ]

3. The Aboriginal business or businesses have:

- fewer than six full-time employees [  ]

OR

- six or more full-time employees [  ]

4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.

5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce

satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

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

**Signature** \_\_\_\_\_

**Place** \_\_\_\_\_

**Title** \_\_\_\_\_

(Duly authorized representative of business)

**For** \_\_\_\_\_

(Name of Business)

---

**Government support for aboriginal economic development through federal procurement**

**Owner/Employee Certification Form  
Set-aside Program For Aboriginal Business**

I, \_\_\_\_\_(Name), am owner and/or full-time employee of \_\_\_\_\_ (Name of business), and an Aboriginal person, as described in the document "Requirements for the Set-Aside Program for Aboriginal Business".

I certify that the above statement is true and consent to its verification upon the request of Canada.

Signature of owner and/or employee: \_\_\_\_\_

City: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix C: Offeror Response Form**

**Mandatory**

<b>A. GENERAL INFORMATION</b>	
Every Offeror must complete a response form and include it in their offer. The form allows the Offeror to select the streams of work, the training modules, qualification levels and other activities for which the Offeror would like to be considered. It also provides a template for the Offeror to describe their experience and qualifications and will be evaluated.	
<b>Name</b>	<b>Occupation</b>
<b>Company/Organization Name</b>	
<b>Address</b>	
<b>Telephone</b>	<b>Fax</b>
<b>E-mail</b>	

List all people who will be performing the services

Name	Name
Name	Name
Name	Name

**Please complete the following questions. The questions are relevant to the delivery of the Capacity Development modules, unless otherwise noted. Feel free to add extra information in the spaces provided and attach copies of attendance/completion certificates as requested to support your submission.**

<b>1. Ability/Willingness to Travel</b>	
Workshops may be located anywhere in Canada depending on need/demand. If possible, Offerors can make themselves available to conduct training sessions in various locations across Canada.	
<b>Please indicate your availability to work (check all that apply)</b>	
<input type="checkbox"/>	Within your Province
<input type="checkbox"/>	Specific locations within Canada   Specify
<input type="checkbox"/>	Anywhere in Canada
<input type="checkbox"/>	For employer / affiliation only   Specify
<b>Please check all categories that apply:</b>	
<input type="checkbox"/>	Valid driver's license and vehicle
<input type="checkbox"/>	Willingness to fly
<b>Notes:</b>	

**2. Languages** - Indicate all languages that you can speak and read fluently:

Language	Read	Speak
French		
English		
First Nation languages (specify)		

<b>3. References</b>		
Provide three (3) references who are familiar with your skills and expertise, preferably as a trainer but otherwise in terms of housing management or technical qualifications. CMHC may approach any such contact person for information relating to the quality of services provided by the offeror. References may include CMHC staff, First Nation representatives or others who are familiar with the offeror's qualifications.		
<b>Name</b>	<b>Address</b>	<b>Phone Number</b>
1.		
2.		
3.		

<b>4. Business/Professional Affiliations/Post Secondary Education</b>		
Please check all that apply and add others below. Note length of membership and what role, if any, you play with these affiliations (e.g. past-president, committee chair etc.) and any certifications earned.		
<b>Association or Affiliation</b>	<b>Years experience</b>	<b>Role played / Certifications/ Degrees or Diplomas (If applicable)</b>
Aboriginal Financial Officers Association (AFOA)		
Canadian Home Builders Association (CHBA)		
Canadian Association of Home and Property Inspectors (CAHPI)		
First Nations National Building Officers Association (FNNBOA)		
Member of Provincial Building Officers Association (specify)		
Professional Accounting Association (CGA, CGA, CMA)		
Degree or Diploma (specify below)		
Other:		
Other:		
<b>Notes:</b>		

<b>5. Report Writing</b>		
The ability to write comprehensive, legible and accurate reports (e.g. about the workshop sessions & communities) is an important component of many of the courses. Please indicate your level of experience with report writing by indicating which areas you have worked in and for how many years. Please attach a sample of your work (e.g. technical report, inspection/audit, contract, or work description).		
	<b>Years Experience</b>	<b>Sample Attached (v)</b>
CMHC IAQ Investigator		
Housing Coordinator		
Home /Building Inspector		
Architectural Technologist		
Civil / Structural / Mechanical Engineer		
Renovator/Builder customer contract		

Other		
<b>Notes:</b>		

**6. Presentation skills experience**  
 Strong presentation and communication skills are essential for a trainer. Although experience delivering training to your colleagues is the ideal situation, these skills can also be learned and enhanced through a variety of situations such as presentations at association chapter meetings, community meetings, home shows / trade show booths, and sports coaching etc.

Please indicate your level of experience and confidence speaking and/or presenting in public and provide examples where applicable (e.g. Community Meetings)

	Check (v)	Where? / When?
I have no experience at all but am confident that I have the ability to learn how to deliver effective training.		
I have delivered a training course with another trainer		
I have delivered a training course on my own (years experience)		
I have delivered a speech/presentation at a meeting		
I am comfortable speaking to the public		
I have received positive feedback on my speaking ability (e.g. engaged audience, strong voice).		
<b>Indicate, if applicable, examples of training delivery, public presentations, etc.:</b>		

**B. HOUSING MANAGEMENT EXPERIENCE (please ensure that you complete section B if you would like to be considered for the Housing Management stream)**  
 Please indicate if you have worked in any of the following areas including how long and for what organization.

	Years Experience	Where? / For What Organization?
First Nation Housing Manager		
First Nation Band Manager		
First Nation Councillor		
First Nation Housing Advisor		
CMHC Program Advisor		
Construction Estimator		
Bookkeeping		
Property management		
Staff management		
Developing business plans		
Business Owner (Describe)		
CMHC		
AANDC		
Other		
<b>Notes:</b>		

<b>Experience with CMHC Housing Management Training</b>					
Course	Have attended this course? Y/N		Have facilitated this course? Y/N		
	Y/N	Date	Y/N	How often?	Date(s)
Property Management Planning					
CMHC Program Delivery and Administration					
Charging and Collecting for Housing Services					
Housing Manager Training Program					
Train the Trainer courses					

<b>Other Housing Management Training Delivered</b>		
For workshops related to Housing Management, list the titles and the frequency, locations and reference names for these workshops:		
Workshop Title / Training Area	How Often?	Locations

<b>C. TECHNICAL EXPERIENCE (please ensure that you complete section C if you would like to be considered for the Technical Training stream)</b>		
Please indicate if you have worked in any of the following areas including how long and for what organization.		
Activity	Years Experience	Company/Organization Name
Certified Building Inspector		
Home Inspector		
Builder or Renovator		
Other (Add rows as necessary)		
<b>Notes:</b>		

**Technical training received**

Course	When taken (date and location)
R-2000 Builder Workshop	
EnerGuide for Houses course	
Seneca College "House as a System" (Or other equivalent college course)	
Building Inspectors approved course	
CMHC Builder Series (including First Nation Series)	
Architect / Architectural Technologists course	
CMHC Residential IAQ Investigator Program	
HRAI Heat loss or Ventilation course (HVAC training)	
Part 9 Course, Building Official (building code training)	

Course	When taken (date and location)
Wood Energy Technology Transfer (WETT)	
Other, please specify:	
Other, please specify:	

Technical Training Delivered					
If you have either attended or facilitated A CMHC Housing Quality Initiative courses, please provide the information below:					
Course	Have attended this course?		Have facilitated this course? Y/N		
	Y/N	Date	Y/N	# Times	Date
Introduction to Indoor Air Quality					
Let's Clear the Air					
IAQ Investigator*					
Mold Remediation					
Ventilation Systems (HRVs)					
Better Builders Series					
Inspecting Existing Dwellings					
Basic Home Maintenance					
Train the Trainer					
Other:					

Other Technical Training:		
For workshops related to technical housing training, list the titles and the frequency, locations and reference names for these workshops that you have attended? Trained others?		
Workshop Title / Training Area	How Often?	Locations

D. GENERAL EXPERIENCE		
Please indicate your experience with the following:		
Experience	Years experience	Notes
Working with Tribal Councils		
Working with First Nation Housing Coordinators		
Working with CMHC		
Other relevant experience		

<b>E: CHOICE OF WORKSHOP TO DELIVER</b>	
<b>Select the stream(s) of work you would like to be considered for (select by checkmark (✓)):</b>	
Stream One: Housing Management	Stream Two: Technical Training
Select by checkmark (✓) all CMHC owned workshops for which you want to be considered.	Select by checkmark (✓) all CMHC owned technical training for which you want to be considered.
Client Counselling	Indoor Air Quality (Intro, Let's Clear the Air, etc.)
Property Management Planning	IAQ Investigator*
Property and Home Maintenance Management	Mold Remediation
Charging and Collecting for Housing Services	Ventilation Systems (HRVs)
CMHC Program Delivery and Administration	Better Builders Series
Housing Manager Training Program:	Inspecting Existing Dwellings
The Role of the Housing Manager	Basic Home Maintenance
Tendering and Contract Admin.	Building and Renovating to Avoid Mold
Maintenance Management	Train the Trainer
Project Management	
Developing Housing Projects	
Introduction to Financial Management	
Basic Budgeting	
Basic Bookkeeping	
Understanding and Using Audit Statements	
Proposal Writing	
Policy Making	
Train the Trainer	

<b>Other workshops that you can deliver:</b>		
List the workshops, other than those owned by CMHC, that you can deliver, their length, and the per diem rate that you expect in fees, exclusive of travel and preparation time.		
Provide workshop details (Workshop Objectives, Target Audience and Outline of Topics Covered) in an attached document. If the Offeror is selected, other titles may be added over the term of the standing offer.		
Workshop Title	Length (Specify Days / Hours)	Proposed Daily Fee / Per Diem Rate
<b>Other Services:</b>		
Indicate the rates at which you would be willing to perform research and curriculum development as well as First Nation advisory services in the area of housing management or technical training.		
e.g. Researcher / Curriculum Developer: \$ _____ per day or \$ _____ per hour		
Advisory/Mentorship Services: \$ _____ per day or \$ _____ per hour		
Describe the services that you've provided related to training session development		
Describe the housing/technical advisory services that you've provided to First Nations:		



**Offer Deadline**

This offer is submitted on \_\_\_\_\_ in advance of the submission deadline set as **2:00 p.m. EST, on  
Tuesday February 3<sup>rd</sup>, 2015**

**Offering Period**

The terms of the response including the pricing offer, shall remain valid and binding for a period of **90 days**  
following the closing date

**I have read and agree with the Section 3 Pricing as stipulated in the solicitation document.**

**Signature:** \_\_\_\_\_

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

Thank you for taking the time to complete this offer.

## **Appendix D: TERMS AND CONDITIONS OF STANDING OFFER AND ANY RESULTING CALL-UPS FROM THIS STANDING OFFER**

### **Standing Offer**

The attached Standing Offer and resulting Call-ups Terms and Conditions forms section 6.3 of this RFSO and will be a part of any Call-ups raised against this SO.

### **Mandatory Terms and Conditions**

The terms and conditions, or sections of the Standing Offer Terms and Conditions that are labelled mandatory must be accepted by the Standing Offer Holder without alteration.

### **Standing Offer and Any Resulting Call-up Terms and Conditions**

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

**1.1** The Standing Offer Holder covenants and agrees to provide services on an 'as and when needed' basis for capacity development to support the management of housing in First Nation communities. The Standing Offer Holder covenants and agrees to provide workshop and training services on an 'as and when needed' basis for work described in Section 3 of this RFSO. CMHC will issue a written call up to the Standing Offer Holder when CMHC requires the Standing Offer Holder's Services. Each call up issued shall be subject to the terms and conditions of the Standing Offer. Upon the issue of a call up, the Standing Offer Holder shall provide the services as detailed in the Call-up and in accordance with the Statement of Goods and/or Services.

**1.2** The Standing Offer Holder acknowledges that the Standing Offer does not guarantee that CMHC will issue a Call-up to the Standing Offer Holder and that call ups will be issued at the sole discretion of CMHC.

#### **Article 2.0 - Term of the Standing Offer**

**2.1** The term of the Standing Offer Agreement shall be for a period of two (2) years commencing on 1 April 2015 and ending on 31 March 2017.

**2.2** Notwithstanding Article 2.1 above, CMHC shall conduct an assessment of the Standing Offer Holder's work performed for past assignments and based on this assessment, at no less than sixty (60) days prior to the anniversary date of signing this Standing Offer, CMHC will advise the Standing Offer Holder in writing of their willingness to renew for an additional one (1) year period or decision to terminate this Standing Offer.

#### **2.3 Termination**

CMHC may terminate a Call-up against a Standing Offer for any reason with no penalty by giving thirty (30) days written notice, at any time during the Term.

In a case of default by the Standing Offer Holder, CMHC may, by giving ten (10) days prior written notice to the Standing Offer Holder, terminate Call-up(s) without charge. The following will constitute events of default:

1. The Standing Offer Holder commits a material breach of its duties under the Call-up against a Standing Offer, unless, in the case of such breach, the Standing Offer Holder, within ten (10) calendar days after receipt of written notice of such breach from CMHC, in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, (a) cures such breach or takes reasonable steps to cure such breach and (b) indemnifies CMHC for any resulting damage or loss;
2. The Standing Offer Holder commits numerous breaches of its duties under this Standing offer that collectively constitute a material breach;
3. A change in control of the Standing Offer Holder 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 Standing Offer Holder are acquired, by any entity, or the Standing Offer Holder is merged with or into another entity to form a new entity, unless the Standing Offer Holder demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Standing offer;
4. The Standing Offer Holder commits fraud or gross misconduct; or
5. The Standing Offer Holder becomes bankrupt or insolvent, or a receiving order is made against the Standing Offer Holder, 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 Standing Offer Holder, or if the Standing Offer Holder takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice is issued, the Standing Offer Holder shall promptly review all work in progress under the Call-up and deliver the work in progress to CMHC with a final invoice. Subject to the deduction of any claim which CMHC may have against the Standing Offer Holder arising out of the Call-up against a Standing Offer or out of termination, payment will be made within thirty (30) days of the date of receipt of the invoice for the value of all finished work delivered and accepted by CMHC, such value to be determined by CMHC in its sole discretion in accordance with the rates specified in the Call-up against a Standing offer. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Standing Offer Holder.

The Standing Offer Holder shall provide to CMHC any reasonable termination assistance requested by CMHC to allow the Work to continue without interruption or adverse effect and to facilitate the orderly transfer of the Work to CMHC or its designee.

### **Article 3.0 - Financial**

### **3.1 Fixed Pricing**

In consideration of the provision of the Goods and/or Services, as described in Article 1.0, CMHC agrees to pay the Standing Offer Holder an amount based on rates provided in response to Article 4.7 of this RFSO.

In the event that the RFSO is extended beyond the initial two (2) year term, rates will be based on the rates in effect on the Standing Offer renewal date.

### **3.2 Taxes to be Collected by Standing Offer Holder**

Standing Offer Holder GST/HST or RST, to the extent applicable and required to be collected by the Standing Offer Holder and specifically agreed between the Standing Offer Holder and CMHC, shall be collected by the Standing Offer Holder on the consideration due and shown as a separate item on an invoice. Where the Standing Offer Holder is required to collect the GST/HST, the invoice issued by the Standing Offer Holder shall show the Standing Offer Holder's GST/HST number. Where the Standing Offer Holder is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Standing Offer Holder shall duly remit to the Canada Revenue Agency any amounts of GST/HST collected on the consideration payable pursuant to this Standing Offer and any resulting Call-ups. The Standing Offer Holder shall remit to the appropriate provincial taxing authorities any amounts of RST or QST collected by the Standing Offer Holder from CMHC pursuant to this Standing Offer and any resulting Call-up.

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

### **3.3 Invoicing**

The Standing Offer Holder shall submit detailed invoices for work completed under a Call-up to CMHC during the Term. The Standing Offer Holder must allow 30 days from delivery of invoice for payment without interest charges. The Standing Offer Holder cannot invoice prior to performance of the service under a Call-up. All invoices, notices and requests for payment must make reference to this Standing Offer by quoting **CMHC file number 201404923** and be forwarded to the CMHC representative designated in the Standing Offer.

### **3.4 Audit**

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

Any audit will be subject to generally accepted accounting principles.

The Standing Offer Holder agrees to provide the Corporation's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice, however the Corporation agrees to cooperate with the Standing Offer Holder in the course of conducting any audit in order to avoid disruption in day-to-day operations.

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

### **4.1 Assignment of the Standing Offer**

The Standing Offer shall not be assigned in whole or in part by the Standing Offer Holder without the prior written consent of CMHC. It is understood and agreed that the Standing Offer Holder may engage other entities to assist the Standing Offer Holder in providing certain of the services contemplated in a Call-up against a Standing Offer provided that the Standing Offer Holder shall at all times remain responsible for the provision and quality of such services in a manner which fully recognizes and respects the confidential nature of the services. The Standing Offer Holder undertakes to advise such entities in writing that they are independent Standing Offer Holders, and are not employees or agents of the Corporation. No assignment of this Standing Offer shall relieve the Standing Offer Holder from any obligation under this Standing Offer or Call-up raised against this or impose any liability upon CMHC.

### **4.2 Standing Offer Holder's Indemnification**

The Standing Offer Holder agrees that none of CMHC, its employees, officers, agents or subcontractors shall be liable for any third party damage, loss or claims in any way related to the provision of the Services by the Standing Offer Holder. The Standing Offer Holder agrees to indemnify and hold harmless CMHC, its officers, employees, agents or subcontractors from and against any loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of an act or omission committed by the Standing Offer Holder during the provision of the Services under a Call-up- whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Standing Offer Holder or one of its employees, officers, agents or subcontractors.

### **4.3 No Limitation**

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

### **4.4 Non-Compliance or Default by Standing Offer Holder**

If the Standing Offer Holder fails to comply with a direction or decision of CMHC properly given under the terms of this Standing Offer or is in default in any other manner under this Standing Offer CMHC may do such things and incur such costs as it deems necessary to correct

the Standing Offer Holder's default, including without limitation the withholding of payment due or accrued due to the Standing Offer Holder for services rendered pursuant to this Standing Offer which moneys may be set off by the Corporation against any expenses that it may incur in remedying a default or failures as described above.

#### **4.5 Force Majeure**

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

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

#### **4.6 Compliance With Laws**

The Standing Offer Holder shall give all the notices and obtain all the licenses and permits required to perform the work under a Call-up. The Standing Offer Holder shall comply with all the laws applicable to the work under a Call-up or the performance of this Standing Offer.

#### **4.7 Laws Governing Standing Offer**

This Standing Offer and any Call-up raised against this SO shall be governed by and construed in accordance with the federal laws of Canada and provincial laws as applicable therein. Failure by either party to assert any of its rights under a Call-up raised against this Standing Offer shall not be construed as a waiver thereof.

#### **4.8 Independent Standing Offer Holder**

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

personnel shall, at all times, and for all purposes, be solely in the employment of the Standing Offer Holder.

#### **4.9 Standing Offer Holder's Authority**

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

#### **4.10 Corporation Identification**

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

#### **4.11 Moral Rights**

The Standing Offer Holder warrants that the Standing Offer Holder is the only person who has or will have moral rights in the material created by the Standing Offer Holder and supplied under this Standing Offer and the Standing Offer Holder hereby transfers and assigns to CMHC all of the Standing Offer Holder's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Standing Offer Holder agrees to execute any document requested by CMHC acknowledging such transfer and assignment.

#### **4.12 Intellectual Property Rights**

All information and materials produced under any Call-up resulting from this Standing Offer shall be the exclusive property of the Standing Offer Holder and the Standing Offer Holder shall have copyright therein. Without restricting the scope of any license or other right that CMHC may otherwise hold, the Standing Offer Holder hereby grants to CMHC an exclusive, perpetual, irrevocable, fully-paid and royalty-free right and license to use all or part of the information and materials produced under any Call-ups resulting from this SO world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The license so granted shall survive the termination of the SO.

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

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of the Standing Offer, 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 Standing Offer Holder, any subcontractor, reseller, agent or any other person engaged to perform the Work under the Call-up.

The Standing Offer Holder 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 Standing Offer Holder further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Standing Offer Holder shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Work under any Call-up raised against the Standing Offer.

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

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

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

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

#### **4.14 House of Commons**

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

#### **4.15 Scope of Standing Offer**

This Standing Offer contains all of the agreements of the parties hereto and no other representations or warranties, verbal or otherwise, exist between the parties except those set out in the RFSO and in the Standing Offer Holder's response to the RFSO or herein attached as



Specifications, Conditions and Addendum. In case of conflicts between the Standing Offer Holder's documents and CMHC's documents, the latter shall govern.

#### **4.16 Income Tax Reporting Requirement**

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

#### **4.17 Conflict of Interest**

- (a) The Standing Offer Holder and its principals, employees and agents shall avoid any conflict of interest during the term of this SO and any Call-up raised against this SO and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) The Standing Offer Holder must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Standing Offer Holder's duties to that third party and the Standing Offer Holder's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the SO and any Call-up against this SO. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Standing Offer Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Standing Offer Holder's obligations under the Call-up. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Standing Offer Holder.
- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2006) in order to derive a direct benefit from any Call-up which may arise from this Standing Offer.

#### **4.18 Approval of Services**

Before advancing any amount to the Standing Offer Holder, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Services under a Call-up were performed to the satisfaction of CMHC. The method of approving the work done will be in writing through electronic courier, fax or traditional mail as described in Statement of Goods and/or Services attached herein.

In the event the work under a Call-up is not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Standing Offer Holder's default, including, without limitation, the following:

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

#### **4.19 Ownership**

- (a) The quarterly reports and any other reports prepared exclusively for the Corporation shall remain the property of the Corporation and all copyrights thereto are the property of the Corporation and neither the Standing Offer Holder nor its servants or agents shall divulge, release or publish any such documentation.
- (b) Any and all other information relating to the Corporation and obtained by the Standing Offer Holder during the course of execution of its duties under this shall remain the property of the Corporation and shall not be used in any way or disclosed to anyone without the prior written consent of the Corporation.

#### **4.20 Suspension of Services and Changes in Specifications**

CMHC may, at any time and from time to time, order a suspension of the work in whole or in part, and make modifications of, changes in or additions to the specifications of the type of services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Standing Offer Holder. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the work, the price specified in the Call-up Against Standing Offer Form shall be adjusted accordingly provided that the Standing Offer Holder 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.

#### **4.21 Insurance**

(a) The Standing Offer Holder will provide and maintain Commercial General Liability Insurance for a limit of \$2,000,000 per occurrence for bodily injury, or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest clause
- blanket contractual liability
- personal injury
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario, K1A 0P7.

(b) The Standing Offer Holder will provide and maintain Professional Liability Insurance for a limit of not less than \$1,000,000. The policy will provide 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Standing Offer Holders' employees and Standing Offer Holders' contract employees (if applicable) as named insured's.

The Standing Offer Holder will provide a Certificate of Insurance at least 5 days prior to the Standing Offer commencement confirming the above insurance policy and evidencing that coverage has been placed with an Insurer licensed to do business in Canada.

It shall be the sole responsibility of the Standing Offer Holder 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 fulfil its obligation under the Standing Offer. Any such additional insurance shall be provided and maintained by the Standing Offer Holder at its own expense.

#### **4.22 Extras**

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

#### **4.23 Standing Offer Holder/Corporation Relationships**

The Corporation agrees that the Standing Offer Holder, in the normal course of its normal working relationship with other corporations, can indicate that the Standing Offer Holder has entered into a Standing Offer with the Corporation. The Standing Offer Holder agrees, however, that it will not, without the prior written consent of the Corporation, reveal or disclose any details concerning the contents of the project of this Standing Offer.

#### **4.25 Final Standing Offer Form**

It is understood and agreed that the terms and conditions set out in section 6.3 will, at CMHC's discretion, form part of any resultant Standing Offer and accordingly may be incorporated into and form part of any and all authorized Call-up(s) against a Standing Offer.

#### **Article 5.0 - Standing Offer Administration**

**5.1** CMHC has assigned a Standing Offer administrator to oversee this Standing Offer and the Standing Offer Holder has named a counterpart representative. The Standing Offer Holder's representative will be responsible for providing scheduled status reports to the Standing Offer administrator or a designate. All notices and invoices shall be transmitted either by fax, e-mail or postal service to the party's authorized representative.

***IN WITNESS WHEREOF*** this Offer has been signed by the duly authorized signing officers of the Standing Offer Holder. By submitting a response to the Request for Standing Offer, the Offeror agrees to the Terms & Conditions contained herein.

**Appendix E: Evaluation Table**

**Note: Evaluation tables will be completed for each chosen stream. If the Offeror has submitted a response to both Housing Management and Technical Training two evaluations will be completed.**

**Evaluation table for Housing Management Proponents**

<b>EVALUATION CRITERIA</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>WEIGHT 100 Total</b>	<b>POINTS 1 to 10</b>	<b>UPSET SCORE</b>	<b>SCORE AxB</b>
<b>General Qualifications</b>			N/A	
- Languages (F/E/FN) List all (5 points each)	15			
- Understanding of First Nations Capacity Development Objectives	10			
- Business/Professional Affiliations	5			
- Post Secondary Education	5			
- Report Writing Experience/Sample	5			
- Presentation Skills experience	5			
<b>Housing Management Qualifications</b>			170	
- Housing Management Background/Experience	10			
- Housing Management Training received	5			
- Experience with CMHC Housing Management Train the Trainer sessions (received - 5, delivered - 10)	10			
- Housing Management Training Delivered (CMHC or other)	10			
<b>Experience working with different groups</b>			N/A	
Familiarity / Sensitivity to				
- First Nations	5			
- Tribal councils	5			
- Working with First Nation Housing Managers and staff	5			
- Working with CMHC	5			
<b>TOTALS</b>	100			

**Evaluation table for Technical Training Proponents**

<b>EVALUATION CRITERIA</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>WEIGHT 100 Total</b>	<b>POINTS 1 to 10</b>	<b>UPSET SCORE</b>	<b>SCORE AxB</b>
<b>General Qualifications</b>			N/A	
- Languages (F/E/FN) List all (5 points each)	15			
- Understanding of First Nations Capacity Development Objectives	10			
- Business/Professional Affiliations	5			
- Post Secondary Education	5			
- Report Writing Experience/Sample	5			
- Presentation Skills experience	5			
<b>Technical Training Qualifications</b>			170	
- Technical background/experience	10			
- Technical training received	5			
- Experience with CMHC technical Train the Trainer sessions (received - 5, delivered - 10)	10			
- Technical training delivered (CMHC or other)	10			
<b>Experience working with different groups</b>			N/A	
Familiarity / Sensitivity to				
- First Nations	5			
- Tribal councils	5			
- Working with First Nation Housing Managers and staff	5			
- Working with CMHC	5			
<b>TOTALS</b>	100			

## **Appendix F: ABORIGINAL PROCUREMENT POLICY**

### **Procurement Policy Re: Aboriginal Procurements**

CMHC has established a *Procurement Policy for Aboriginal Business*, an initiative to increase the representation of Aboriginal businesses in contract awards.

This procurement has been set aside under CMHC's Aboriginal Procurement Policy. In order to be considered under this policy, firms must certify that they qualify as an Aboriginal business as defined in the Aboriginal Procurement Policy (see below) and that they will comply with all requirements of this policy.

As of the date of closing of this RFP, any company wishing to declare itself to be an Aboriginal business must complete the Certification of Verification, located in Appendix B, remit this form as part of their bid proposal, declare its commitment to remain within this classification for the duration of the contract and agree to comply with eligibility auditing provisions regarding its status as an Aboriginal Business.

### **Aboriginal Procurement Policy**

#### **Rationale**

This policy is based on the federal government's Procurement Strategy for Aboriginal Business (PSAB), an initiative to increase the representation of Aboriginal businesses in contract awards.

#### **Policy**

This policy must be followed when a contract serves a population that is primarily Aboriginal. The chart below summarizes the policy.

<b>If the estimated value of the contract is:</b>	<b>then the first opportunity to supply the requirement:</b>	<b>this is known as a:</b>
greater than or equal to \$5,000	<u>must</u> be awarded to an Aboriginal Business	mandatory set-aside.
less than \$5,000	<u>may</u> be awarded to an Aboriginal Business, at the discretion of the CA.	voluntary set-aside.

### **Definition of Aboriginal Business**

Business: a business can include a sole proprietorship, limited company, cooperative, partnership or not-for-profit organization.

### **Aboriginal Business:**

An Aboriginal business must meet the following criteria:

- at least 51 percent of the firm is owned and controlled by Aboriginal people, and
- at least one third of the firm's employees, if it has six or more full time staff, must be Aboriginal.

Joint Venture or Consortium: if the firm is a joint venture or consortium, it must meet the following criteria:

- at least 51 percent of the joint venture or consortium must be controlled and owned by an Aboriginal business or businesses, as defined above.

### **Set-aside rules**

In an aboriginal procurement set-aside (either mandatory or voluntary), the following rules apply:

### **Solicitation Documents**

If a competitive process is used, the solicitation documents must contain:

- notice that this policy is in effect;
- the offer for an Aboriginal Business to identify itself as such from the date of application. They must maintain the Aboriginal Business status for the duration of the contract in order to qualify for an aboriginal procurement set-aside;
- notice that the successful proponent must agree to comply with eligibility auditing provisions regarding its status as an Aboriginal Business, as established by the Aboriginal Affairs Secretariat of Aboriginal Affairs and Northern Development Canada, and
- any compliant bid(s) selected must meet "value for money" requirements and represent Fair Market Value (FMV). If FMV cannot be obtained, the bid(s) should be rejected, the process cancelled and re-tendered without a set-aside.

If there are no compliant bids:

If a competitive process is used and no compliant bids are received, then the process is cancelled and may be re-tendered without a set-aside under this policy.

### **Single-sourcing**

Single-sourcing may be done only according to CMHC policies, and with an Aboriginal business.

### **Security**

If securities are required, the contracting authority must:

- discuss the procurement with the Risk Management function in Administrative Services Division, and
- accept a standby letter of credit in place of other securities, if it is prudent to do so.

### **Reporting**

- CMHC may choose to report performance under this policy to Aboriginal Affairs and Northern Development Canada.

### **Qualifying**

As with all procurements, Proponents must:

- clearly demonstrate their capability to provide the goods and/or services requested in the solicitation document(s), with due consideration to Fair Market Value (FMV), and
- that they are not in a conflict of interest situation with respect to the provision of those goods and/or services in the context of the procurement.



**Appendix G: Mandatory Compliance Checklist**

The table below outlines all information that must be completed before submitting an offer. Check off each section when complete

	Delivery Instructions and Deadline	<a href="#">Section 2.4</a>
	Offering Period	<a href="#">Section 2.8</a>
	Offeror's Qualifications	<a href="#">Section 4.4</a>
	Response to Statement of Goods and/or Services	<a href="#">Section 4.5</a>
	Financial Information/Credit Check	<a href="#">Section 4.6</a>
	Pricing	<a href="#">Section 4.7</a>
	Certificate of Submission	<a href="#">Appendix A</a>
	Certification Requirements for Aboriginal Businesses (if applicable)	<a href="#">Appendix B</a>
	Offeror Response Form (including any related information from this section)	<a href="#">Appendix C</a>
	Terms and Conditions of Standing Offer and Any Resulting Call-Ups from this Standing Offer	<a href="#">Appendix D</a>