



REQUEST FOR SUPPLY ARRANGEMENT

FOR

Market Research Services

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2015

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Canada



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 Supply Arrangement (RFSA).

The Request For Supply Arrangement (RFSA) is the first stage of a two stage procurement process. Within this Stage 1, the procurement framework for any subsequent contracts will be detailed and offerors will be evaluated against mandatory criteria and Supply Arrangements (SAs) will be issued to those offerors who substantially comply with the mandatory criteria and have meet or exceeded all upset scores. At Stage 2, contracts may be awarded as requirements become known, based on the framework and process defined herein.

1.2 Introduction and Scope

CMHC wishes to enter into Supply Arrangements (SAs) with a selection of vendors (hereinafter referred to as “offerors”) for the purpose of providing Market Research Services to CMHC’s Market Research Group. The Request for Supply Arrangement will include two streams of services:

- *Stream 1 Qualitative Research Services*
- *Stream 2 Quantitative Research Service.*

Offerors may choose to respond to either or both streams of service 1 or 2.

The duration of these Supply Arrangements will be for two years with the possibility of one option year renewal(s), not to exceed a cumulative total of three (3) years. The total dollar value of resulting contracts from this Supply Arrangement (SA) will not exceed \$1,000,000.

More detailed specifications can be found in Section 3, “Statement of 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, Minister for Democratic Reform, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Pierre Poilievre.

CMHC has more than 2,000 people located at its National Office in Ottawa, and at various Business Service Centers throughout Canada. The Business Service 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 Supply Arrangement (RFSA)

CMHC will use this Request for Supply Arrangement (RFSA) to retain a source list of three qualified offerors for each work stream to provide the services outlined herein on an “as-and-when requested” basis. In a RFSA process, offers and offerors are qualified in terms of ability to satisfy the stated mandatory criteria, while also providing evidence of their ability to provide “Best Value” to CMHC.

For services under \$25,000, CMHC reserves the right to award a contract to any one of the selected offerors in accordance with existing Corporate Procurement policies. For services over \$25,000, CMHC will seek competitive cost quotations and/or proposals from each of the three of the offerors retained under the Supply Arrangement (SA) for the associated stream of work.

The existence of these Supply Arrangements (SAs) does not provide the selected offerors with any exclusive rights to the provision of services outlined herein. CMHC reserves the right to contract with other offerors to obtain these services if required.

1.5 Schedule of Events

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

Date	Activities
February 16, 2015	Request for Supply Arrangement (SA) issued
March 6, 2015	Submission of questions deadline
March 13, 2015	Offer Submission deadline
April 10, 2015	Evaluation and selection of Supply Arrangement (SA) offeror(s)
April 13, 2015	Announcement of successful SA offeror(s)
As requested	Debriefing of unsuccessful SA offerors

1.6 Terms and Conditions of Offer and Any Resulting Contract

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

1.7 RFSA Potential Service Providers

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

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

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

1.8 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 Supply Arrangement Holders will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of any contract resulting from this RFSA.

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.

2 SECTION 2 INSTRUCTIONS, TERMS AND CONDITIONS FOR SUBMITTING AN OFFER IN RESPONSE TO THIS REQUEST FOR SUPPLY ARRANGEMENT (RFSA)

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 RFSA process.

2.2 Certificate of Submission

The Certificate of Submission, Appendix A, summarizes some of the mandatory requirements set out in the RFSA. 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 Delivery Instructions and Deadline

Timely and correct delivery of offers to the exact specified proposal 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. All registered times will be in accordance with the time CMHC computer servers receive the offer, not the time the offer was sent by the offerors.*

*** Please be advised that E-BID has a size limitation 10 MB. It is advisable and recommended that offerors submit their proposal in multiple smaller files.**

It is recommended that the Offeror send an e-mail as soon as possible after the E-BID offer has been sent, notifying the contact person named in Section 2.4 Inquiries, that an offer has been submitted to E-BID, including the company name and e-mail address, with the date and time the offer was sent.

Upon receipt of offers, an automated confirmation will be issued to the sender's e-mail address. It is strongly recommended that offerors follow up with the inquiries person named in Section 2.4 should they not receive said confirmation within 30 minutes of submission.

*** Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Offerors should ensure that sufficient delivery time is allowed for offers to be received.**

Address for Delivery

Offers, including all supporting documentation, are to be sent electronically to the following e-mail address:

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: RFSA file #201500225

Format

Offers may be submitted in MS Word or Adobe Acrobat PDF in English or in French.

NOTE: In certain email programs the “Send” format may need to be specified as either “HTML” or “Plain Text”. Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC.

Offer Opening and Verification Period

All EBID offers received on or before the closing date and time specified in this RFP, will be opened for evaluation purposes and verified by CMHC. If at that time, CMHC is unable to open an offer, the offeror will be so advised and provided an opportunity to resubmit an openable version within 2 hours from notification.

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. EST (local Ottawa time), on March 13, 2015

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

2.4 Inquiries

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

*Monika Morrison, Senior Procurement Advisor
Fax: (613)740-5421
Email: mmorriso@cmhc.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 RFSA. CMHC cannot guarantee a reply to inquiries received less than seven 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 facsimile, e-mail or GETS. All identification related to the inquiry will be removed in the response. Any questions of a proprietary nature must be clearly marked. CMHC will determine, at its sole discretion, whether it will respond to the question.

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

2.5 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 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.

2.6 Offeror Contact

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

2.7 Offering Period

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

2.8 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.

2.9 Liability for Errors

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFSA, the information contained in this RFSA 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 RFSA is intended to relieve offerors from forming their own opinions and conclusions in respect of the matters addressed in this RFSA.

2.10 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.

2.11 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 RFSA 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.

2.12 Proprietary Information

Information contained in this RFSA 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 RFSA.

2.13 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.

2.14 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 contract or favourable treatment under a contract.

2.15 Conflict of Interest

- (a) The Supply Arrangement (SA) Holder and its principals, employees and agents shall avoid any conflict of interest during the term of this Supply Arrangement 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 SA 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 SA Holder's duties to that third party and the SA 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 Supply Arrangement and any outstanding contracts resulting from the SA. All portions of the Services which have been completed at the date of termination of any contract resulting from the SA shall be forwarded to CMHC and CMHC shall be liable for payment to the SA Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the SA Holder's obligations under the contract. Upon such payment, CMHC shall have no further obligation of any nature or kind to the SA 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 contract which may arise from this Supply Arrangement.

2.16 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 Supply Arrangement, 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.

2.17 Shortlist (include this clause ONLY if you are intending to shortlist offerors)

The qualification procedure will include a shortlist based on the stated criteria. The shortlisted Offerors may be asked to provide additional information prior to final qualification. CMHC reserves the right to supply more information to those Offerors who are shortlisted.

2.18 Intellectual Property Rights

All information and materials produced under any contracts resulting from this Supply Arrangement 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 contracts resulting from this Supply Arrangement 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 Supply Arrangement.

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 Supply Arrangement, 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 Supply Arrangement (SA) Holder, reseller, agent or any other person engaged to perform the Services under the Supply Arrangement.

The SA 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 SA 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 SA 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 contract awarded as a result of the Supply Arrangement.

The SA 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 SA 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 SA Holder or subcontractors without the prior written consent of CMHC.

2.20 Offeror’s Procurement Business Number (PBN)

As a potential supplier to CMHC, an important feature is the Procurement Business Number (PBN) created using the Canada Revenue Agency Business Number to uniquely identify a company and its branches, division, or offices, where appropriate.

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

Companies may register for a PBN in the Supplier Registration Information (SRI) Service online at the Business Access Canada Internet site at: (<https://buyandsell.gc.ca>) In order for companies to be sourced by CMHC, they must complete the registration process and activate their account in the SRI service.

For non-Internet registration, please contact the Business Access Canada InfoLine at 1-800-811-1148, to obtain the telephone number of the Supplier Registration Agent nearest you.

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 RFSA 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 Contract under any resultant SA.

3 SECTION 3 STATEMENT OF SERVICES TO BE COVERED UNDER THIS SUPPLY ARRANGEMENT (SA)

3.1 Overview of Section 3

This section of the RFSA is intended to provide Offerors with the information necessary to develop a qualifying offer. The Statement of Services is a complete description of the services that may be required under this SA.

3.2 Statement of Services

The purpose of this RFSA is to select Offerors who will provide Qualitative Research Services (Stream 1), and Quantitative Research Services (Stream 2).

CMHC's marketing research program involves the use of qualitative and quantitative marketing research techniques to provide insights into the following areas of investigation (See below). CMHC requires the services of market research suppliers to design and execute marketing research projects and to advise the Corporation of strategic and tactical marketing implications identified through the course of the research. On occasion, the Corporation will also require the supplier to conduct survey data collection, editing and data processing based on internally developed survey instruments.

Scope of Research

Public opinion research	Omnibus style or customized research studies to determine public opinion, usage and attitudes on a variety of issues related to CMHC.
Client Satisfaction Research	To assess client satisfaction with and usage of specific CMHC products and services and with various CMHC functional areas.
Product Development and Concept Testing	To identify opportunities for new product development and to provide input into CMHC's product development process.
Demand Research	Assessing the competitive market potential and likely demand forecasts for new products and services targeted to consumers or industry segments.
Pricing Research	Where applicable pricing research to determine optimal pricing strategies and pricing sensitivity of CMHC's products and services.
Consumer and Industry Profiling/ Segmentation	Identifying and profiling key audience groups and market segments.
Web Channel Research	To optimize usage of CMHC's web site as both a marketing

	and communications information distribution channel.
Brand Image and Positioning Research	Corporate image and positioning research is used to help develop and assess CMHC's corporate brand equity and recognition.
Communications Effectiveness Testing	Evaluation and testing of various publications/ newsletters/ web content/ tools in terms of effectiveness and usability.
Measurement and Evaluation Research	Evaluation and measurement of corporate and business line performance against stated objectives through a combination of targeted client research and participant feedback.

Qualitative Research Services (Stream 1)

This includes all services related to the planning and execution of qualitative market research including study design, respondent recruiting screeners and recruitment, design of discussion guides, moderating, analysis and reporting, and all logistical management of qualitative research studies.

Successful Offerors may be required to undertake some or all of the following services.

- Development of Qualitative Research Instruments - design recruitment screeners and moderator's guides for approval by Project Authority.
- Recruitment of Respondents - recruit respondents for qualitative research including focus groups, mini groups, in depth personal interviews, based on research specifications including business-to-business and business-to-consumer research projects.
- Provision of Moderators - provide fully qualified and experienced focus group moderators and or qualitative interviewers. Moderators and interviewers must be able to conduct research in the official language of group participants and interviewees.
- Logistical Support - arrange for all logistical activities for conducting in person or web based qualitative research including provision of facilities in required locations, refreshments and payment of honoraria to participants, and where possible arrange for the research to be conducted in specialized focus group facilities with observation facilities with audio and visual recording capabilities and prepare written transcripts of research sessions if required.
- Analysis and reporting - conduct analysis and prepare detail written report of qualitative research findings including conclusions and recommendations and prepare and make oral presentations of research results if required.

Quantitative Research Services (Stream 2)

This includes full market research services including design and execution of quantitative market research based on predetermined marketing research objectives. The scope of work may involve recommendations regarding research methodologies, sampling plans, and study execution including data collection, analysis and reporting.

Successful Offerors may be required to undertake some or all of the following activities.

- Quantitative Research Planning and Design - including consulting services regarding defining research issues and potential challenges, recommendations on research methodologies, sampling plans, identification of target groups and market segments, research work plans and time lines and budgets.
- Development and Testing of Quantitative Survey Instruments - development of survey questionnaires based on predetermined research objectives, pretesting and necessary revisions based on client feedback and pre-test results, translation into the other official language when required.
- Data Collection and Analysis - responsibility and management for all aspects of data collection and processing including execution of fieldwork through third party suppliers if required, development and execution of an approved analysis plan, statistical data analysis, the provision of all survey data in SPSS compatible data files and printed sets of tabulated data collected through following survey methodologies:
 - Telephone interviewing (CATI based surveys)
 - Online email surveys
 - Online panel surveys
 - Omnibus surveys
- Reporting of Quantitative Results - development of formal written reports of research findings including:
 - Descriptions of background, objectives and methodology
 - Detailed findings with analysis of results
 - Conclusions and recommendations
 - Technical appendices as required.
- Project and Accountant Management - preparation of work plans and schedules and invoices with appropriate supporting documentation, verification of any third party billing, development of status reports to CMHC and ongoing project budget tracking and reporting, maintaining complete project files with necessary documentation for auditing purposes.

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 Services
- 4.6 Project Management Plan
- 4.7 Financial Information
- 4.8 Pricing Scenarios

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 SA requirements.

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 RFSA: 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 contracts issued from this SA.

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 RFSA. 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) completed contracts within the past 12 months that demonstrates the offeror's expertise and capacity to conduct market research and provide the services as outlined in Section 3.2 for the service stream of interest. For

each contract, the following information is required: client 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 Services **Mandatory**

In this section, the offeror **MUST** provide detailed information relative to the specifications listed in Section 3, The Statement of Services to be covered under this Supply Arrangement (SA). Proponents must clearly indicate the stream(s) to which they are responding.

4.6 Project Management Plan

Project Management Approach: The offeror shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.

Quality Control: The offeror shall describe its approach to quality control including: details of the methods used in ensuring quality of the goods and/or services, and response mechanisms in the case of errors, omissions, delays, etc.

Status Reporting to CMHC: The offeror shall describe its status reporting methodology including details of written and oral progress reporting methods.

Interface with CMHC: The offeror shall describe and explain its interface points with CMHC, all interface mechanisms, and how interface issues and difficulties will be resolved.

4.7 Financial Information **Mandatory**

4.7.1 Credit Check

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

4.7.2 Financial Capacity

CMHC reserves the right to conduct an assessment of the potential Supply Arrangement Holder(s) financial capacity. Should the offeror be selected as a Supply Arrangement Holder following the RFSA evaluation and qualification process, CMHC **may** request the necessary financial statements to confirm the financial capacity of the offeror. At that time, the potential SA Holder must provide to CMHC the following information, as appropriate, upon 72 hours of CMHC's request:

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

Partnerships, Corporations, Joint Ventures and Consortiums:

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

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

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

4.8 Pricing Scenarios

Mandatory

- a) The offeror must provide a pricing schedule associated with the services described in this RFSA.

The pricing schedule should include per diem rates, hourly rates and any other pre-determined rates associated with the delivery of the services described in this RFSA.

- b) Offerors are required to provide a sample pricing proposal based on the following scenarios related to each stream of work of interest. The pricing proposal should contain the following:

- A cost summary of each activity/task and other costs identified;
- Personnel responsible for each task, their per diem rate or hourly rate, the number of days/hours assigned to each task;
- Miscellaneous costs as identified by the proponent (i.e. Administrative, travel, communications);
- For any/all surveying activities, costing hypotheses should be specified.

Although these scenarios are only hypothetical the competitive pricing provided will form part of the pricing evaluation for the submitted offer.

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

Qualitative Research Services (Stream 1)

Background and Purpose

CMHC conducts a wide variety of research with seniors and caregivers in relation to their changing housing needs and other related topics. The overall purpose of this research is to provide CMHC with clear direction on how best to market information in relation to adaptable housing with seniors.

Target Audience

The target audience for this research is seniors aged 55 to 74 in Canada. Variables of interest for recruiting for this research include a robust mix of age groups (55-60, 60-65, 65-70 and 70-74), gender, marital status, living arrangements (unattached individuals, couples, couples with other family members), housing physical characteristics (stairs vs. no stairs, etc.), financial means, and health status (good health or with mild, moderate or severe disability now).

Methodology

It is proposed to conduct a total of 10 focus groups with target audience with 8 to 10 participants, more specifically, two groups in each of the following locations: Vancouver, Regina, Toronto, Montreal (French), and Halifax.

Deliverables

The selected supplier will be required to complete the following activities and provide the following deliverables as part of the research project:

1. Take part in a project launch meeting with CMHC team, either in person or on the telephone, to become familiar with the subject matter, definitions and concepts related to the topics to be discussed.
2. Review documentation to obtain a full understanding of the study. CMHC will provide background information and reports related to this project.
3. Prepare appropriate research instruments (screener, discussion guide, etc.) that address the research objectives. The research instruments will be approved by CMHC. All documents will be in both official languages.
4. Arrange for all logistical activities for conducting focus groups, including provision of facilities (with observation facilities with audio and visual recording capabilities), refreshments and payment of honoraria to participants.
5. Recruit participants for focus groups.
6. Moderate focus groups in the appropriate official language required.
7. Analyze data, and provide a final report, in English. The final report should address the study objectives, and should discuss any variations among the focus groups as well as any regional differences observed. The final report should include an executive summary, conclusions and recommendations.
8. Conduct oral presentation of research results to CMHC.

Quantitative Research Services (Stream 2)

Background and Purpose

CMHC conducts a wide variety of research for homeowners. The overall purpose of this research is to get views on different issues impacting Canadian homeowners.

Target Audience

The target audience for this research is Canadian homeowners.

Methodology

It is proposed to conduct a telephone survey. A total of 1,000 completes are expected, more specifically, 200 completes in each of the following regions: British Columbia, Prairies, Ontario, Quebec and the Maritimes.

A questionnaire including screener questions, in both official languages, will be developed by the selected supplier with approval by CMHC. The questionnaire should include approximately 20 questions (no open-ended question).

Deliverables

The selected supplier will be required to complete the following activities and provide the following deliverables as part of the research project:

1. Take part in a project launch meeting with CMHC team, either in person or on the telephone, to become familiar with the subject matter, definitions and concepts related to the topics to be discussed.
2. Review documentation to obtain a full understanding of the study. CMHC will provide background information and reports related to this project.
3. Design questionnaire in both official languages.
4. Pre-test the survey in both official languages, resulting in 5 completes in each language.
5. Conduct telephone interviews in either official language (language preference as requested by respondents).
6. Perform all data collection, coding and create fully labelled SPSS*.SAV files, to be pre-approved by CMHC.
7. Deliver a fully labelled SPSS data set.
8. Analyze data, and provide a final report, in English. The final report should address the study objectives, and should discuss any regional differences observed. The final report should include an executive summary, conclusions and recommendations.
9. Conduct oral presentation of research results to CMHC

SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate offers and qualify Supply Arrangement Holders

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

CMHC shall conduct the RFSA process in a visibly fair manner and will treat all offerors equitably. To this end, it has established objective RFSA 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 Supply Arrangement, 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 Supply Arrangement in respect of the SA process, and the offeror, by submitting an offer, waives any claim for loss of profits if no SA is made with the offeror.

5.3 Evaluation Table

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

5.4 Evaluation Methodology

Each offer will be examined to determine substantial compliance with each mandatory requirement identified in this RFSA. 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 for that specific technical stream. 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 "B".

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

The three (3) highest scoring compliant proponents in each service stream shall then be awarded a Supply Arrangement (SA).

5.5 Offeror Selection

Acceptance of an offer does not oblige CMHC to incorporate any or all of the accepted offers into a Supply Arrangement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at satisfactory Supply Arrangements 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 RFSA or the qualifying offerors' offer, CMHC will enter into discussions with the qualifying offerors for the purpose of finalizing Supply Arrangements. 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 Supply Arrangement offerors.

6 SECTION 6 TERMS AND CONDITIONS - SUPPLY ARRANGEMENT AND ANY RESULTING CONTRACTS FROM THIS SA

6.1 Overview of Section 6

A Supply Arrangement (SA) is an agreement between a Supply Arrangement Holder (Offeror) and CMHC detailing the procurement process, clauses, terms and conditions and technical requirements for any resulting procurements by CMHC. CMHC reserves the right to issue RFPs or RFQs to all Supply Arrangement Holders or issue RFPs or RFQs to a limited number of Supply Arrangement Holders in accordance with the terms set out in this Supply Arrangement. The terms and conditions in this Supply Arrangement will be incorporated into any resulting contracts from this RFSA. CMHC reserves the right to add or remove terms and conditions during contract negotiations.

The Supply Arrangement is not in itself a contract, but rather a base document that forms part of any resulting RFPs, RFQs, and contracts. When being issued a Supply Arrangement, the Supply Arrangement Holder accepts the obligation to provide the specified services in accordance with the Supply Arrangement, under any resulting contracts that may be awarded.

The offer and all associated correspondence from the Offeror, where relevant, shall to the extent desired by CMHC form part of the final Supply Arrangement and the Offeror must accept that the final Supply Arrangement will be in a format acceptable to CMHC.

Submission of an offer constitutes acknowledgment that the Offeror has read and, unless otherwise stated in the offer, agrees to be bound by the terms and conditions in this Supply Arrangement in section 6.2 in the event that the Offeror is selected by CMHC to enter into a Supply Arrangement or a resulting contract.

For the purposes of this section the term “Supply Arrangement Holder” refers to the successful Offeror with whom CMHC enters into a Supply Arrangement.

6.2 Supply Arrangement Terms & Conditions

The attached Supply Arrangement and Resulting Contract Terms & Conditions forms section 6.3 of this RFSA.

6.3 SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES, TERMS & CONDITIONS FOR ANY CONTRACTS AWARDED UNDER THE SA

Article 1.0 - The Services

1.1 The Supply Arrangement Holder covenants and agrees to provide any requested Services as described in Section 3 - Statement of Services.

1.2 The Supply Arrangement Holder acknowledges that this Supply Arrangement by itself is not a Contract. For Services under \$25,000, CMHC reserves the right to award a Contract to any one of the selected offerors in accordance with its existing Corporate Procurement Policies. For Services over \$25,000, a minimum of three vendors with whom CMHC has issued Supply Arrangements will be requested to submit proposals or quotations for Services to be done, as required. A winning Offeror will be selected and a Contract will be issued, in accordance with the provisions of the Supply Arrangement.

Article 2.0 - Terms of the Supply Arrangement

2.1 This agreement shall be for a period of two(2) years with the potential for 1, 1-year renewal option at CMHC's discretion commencing on _____ ,

2.2 The Supply Arrangement Holder shall provide services to CMHC in accordance with the terms and conditions as stated within the RFSA.

Article 3.0 - Financial

3.1 In consideration of the carrying out of the Services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B in the RFSA Response or rates submitted as part of any resulting RFP/RFQ. Notwithstanding this however, CMHC's total financial liability with any supplier under the terms and conditions of the RFSA shall not exceed \$ 1,000,000.00 over the potential three year period of the Supply Arrangement. Offerors' pricing provided to CMHC in their offer, will form part of any resulting Contract and must be fixed for the term of the Supply Arrangement. Price increases may be negotiated for each successive renewal term.

3.2 The amount payable to the Contractor by CMHC pursuant to Article 3.1 is exclusive of all taxes, rates or other levies payable by the Contractor, including any goods and services tax or retail sales tax. Upon request, the Contractor shall provide CMHC with satisfactory evidence of the payment of all such taxes, rates or levies as is the case with any disbursement the Contractor has made.

GST, HST or PST, to the extent applicable, will be incorporated into all invoices and shown as a separate item on invoices. All items that are zero-rated, exempt or to which GST, HST, or PST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due pursuant to this Arrangement. The Contractor agrees to remit to the appropriate Provincial Government any amounts of PST paid or due pursuant to this Arrangement.

3.3 Invoicing - The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Service(s) as outlined in any resulting Contract.

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

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

3.5 All invoices, notices and requests for payment must make reference to this Supply Arrangement and resulting Contract number by quoting **CMHC file number 201500225** and be forwarded to CMHC at the following address:

Canada Mortgage and Housing Corporation
Name _____
Title _____
Room _____
700 Montreal Road
Ottawa, Ontario
K1A 0P7

Article 4.0 - General Terms and Conditions

4.1 Supply Arrangement Termination

Notwithstanding Article 2.1 above, CMHC may terminate this Supply Arrangement and any resulting Contract for any reason with no penalty by giving thirty (30) days written notice, at any time during the Supply Arrangement period.

4.2 Supply Arrangement Administrator

CMHC has assigned a Supply Arrangement Administrator to oversee this Supply Arrangement. The Supply Arrangement Holder shall be expected to name a counterpart representative. The Supply Arrangement Holder's representative will be responsible for providing scheduled status reports to the Supply Arrangement Administrator or a designate.

4.3 Supply Arrangement Renewal

The Supply Arrangement may be renewed within 30 days of the expiry of the Supply Arrangement, at the sole discretion of CMHC, for an additional one year period, not to exceed a cumulative total of three (3) years, including the initial term of two years. Upon receipt of such a request, the Supply Arrangement Holder may agree to such an extension by signing and returning the request, negotiating amendments with CMHC or withdrawing from the Supply Arrangement.

4.4 Assignment of the Supply Arrangement

The Supply Arrangement shall not be assigned in whole or in part by the Supply Arrangement Holder without the prior written consent of CMHC. It is understood and agreed that the Supply Arrangement Holder may engage other entities to assist them in providing certain of the services contemplated in this Supply Arrangement provided that the Supply Arrangement 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 Supply Arrangement Holder undertakes to advise such entities in writing that they are independent contractors, and are not employees or agents of the Corporation. No assignment of this Supply Arrangement shall relieve the Supply Arrangement Holder from any obligation under this Supply Arrangement or impose any liability upon CMHC.

4.5 Supply Arrangement Holder's Indemnification

The Supply Arrangement Holder agrees to indemnify CMHC, its officers and employees for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Supply Arrangement whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Supply Arrangement Holder.

4.6 No Limitation

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

4.7 Termination For Default of Supply Arrangement Holder

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

1. The Supply Arrangement Holder commits a material breach of its duties under this Supply Arrangement, unless, in the case of such breach, the Supply Arrangement Holder, within thirty (30) calendar days after receipt of written notice of such breach from CMHC, in

a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, (a) cures such breach and (b) indemnifies CMHC for any resulting damage or loss;

2. The Supply Arrangement Holder commits numerous breaches of its duties under this Supply Arrangement that collectively constitutes a material breach;

3. A change in control of the Supply Arrangement 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 Supply Arrangement Holder are acquired, by any entity, or the Supply Arrangement Holder is merged with or into another entity to form a new entity, unless the Supply Arrangement Holder demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Supply Arrangement;

4. The Supply Arrangement Holder commits fraud or gross misconduct; or

5. The Supply Arrangement Holder becomes bankrupt or insolvent, or a receiving order is made against the Supply Arrangement 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 Supply Arrangement Holder, or if the Supply Arrangement 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 being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Supply Arrangement Holder arising out of a Contract awarded from this Supply Arrangement or out of termination, payment will be made within thirty (30) days of the date of the invoice from CMHC to the Supply Arrangement Holder for the value of all finished services delivered and accepted by CMHC, such value to be determined in accordance with the rate(s) specified in the current contract.

4.8 Non-Compliance or Default by SA Holder

If the Supply Arrangement Holder fails to comply with a direction or decision of CMHC properly given relating to a Contract under the terms of the Supply Arrangement, or is in default in any other manner under a resulting Contract, CMHC may do such things and incur such costs as it deems necessary to correct the Supply Arrangement Holder's default, including without limitation the withholding of payment due or accrued due to the SA Holder for Services rendered, 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.

4.9 Force Majeure

In the event that the Supply Arrangement Holder is prevented from fulfilling its resulting Contractual obligations under the terms of this Supply Arrangement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Supply Arrangement 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 God. Without limiting the application of the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Supply Arrangement Holder has no reasonable control.

The Supply Arrangement Holder shall take all reasonable means to resume fulfillment of any contractual obligations. If this is not possible, CMHC may to the extent it deems necessary secure the services of any qualified supplier without compensation or obligation to the Supply Arrangement Holder.

4.10 Compliance With Laws

The Supply Arrangement Holder shall give all the notices and obtain all the licenses and permits required to perform the services. The Supply Arrangement Holder shall comply with all the laws applicable to the services or the performance of the contract.

4.11 Laws Governing Agreement

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

4.12 Independent Contractor

The Supply Arrangement Holder shall act as an independent Contractor for the purposes of this supply arrangement. It and its employees, officers and agents are not engaged as employees of CMHC. The Supply Arrangement Holder agrees to so advise its employees, officers, and agents. Without limiting the generality of the foregoing, the Supply Arrangement Holder shall retain complete control of and accountability for its employees and agents. The Supply Arrangement 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 Supply Arrangement Holder.

4.13 Supply Arrangement Holder's Authority

The Supply Arrangement 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.

4.14 Corporation Identification

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

4.15 Intellectual Property Rights

The Supply Arrangement Holder warrants that the Supply Arrangement Holder is the only person who has or will have moral rights in the material created by the Supply Arrangement Holder and supplied under this Supply Arrangement and the Supply Arrangement Holder hereby waives in favour of CMHC all of the Supply Arrangement Holder's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Supply Arrangement Holder agrees to execute any document requested by CMHC acknowledging the waiver of the Supply Arrangement Holder's moral rights in the material.

4.16 House of Commons

No member of the House of Commons shall be admitted to any share or part of any Contract resulting from this Agreement or to any benefit arising therefrom.

4.17 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 offerors of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from offerors (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip.

4.18 Conflict of Interest

(a) The Supply Arrangement Holder and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.

(b) The Supply Arrangement 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 Supply Arrangement Holder's duties to that third party and the Supply Arrangement 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 Agreement. All portions of the Services which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Supply Arrangement Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Supply Arrangement

Holder's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Supply Arrangement 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 contract which may arise from this Request for Supply Arrangement.

4.19 Publication

CMHC

- (i) is under no obligation to publish all or part of the work produced or its associated materials, reports, maps and other documents;
- (ii) has the right to edit or publish the work, in part or in its entirety;
- (iii) shall be the sole judge of those parts of the work, or those materials and reports, that it considers for publication.

4.20 Approval of Services

Before advancing any amount of payment to the Supply Arrangement Holder, CMHC reserves the right to determine, in its sole and absolute discretion, whether the resulting Contract for Services has been performed to the satisfaction of CMHC. The method of approving the Services done will be in writing through electronic courier, fax or traditional mail as described in Schedule A attached herein.

In the event the Services are not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Supply Arrangement Holder's default, including, without limitation, the following:

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

4.21 Confidentiality

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

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

1. The Offeror or its servants or agents will treat as confidential during, as well as after completion of, any subsequent contract, all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder.
2. The Offeror shall, at the request of CMHC, provide an Oath of Secrecy for each of its employees or persons engaged in carrying out the service, in a form prescribed by CMHC.
3. Any documents provided to the Offeror in performance of the service described herein shall be returned, uncopied to CMHC or destroyed by the Offeror within 6 months of the termination of any subsequent contract. For documents not returned to CMHC, the Offeror shall provide specific proof under oath of their destruction.

4.22 Ownership

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

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

4.23 Insurance

a) The Supply Arrangement 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
- CMHC to be added as additional insured

- broad form completed operations (required if contractor is doing physical work, e.g. painting, welding, flooring, etc.)
- non-owned automobile
- employer's liability (or confirmation that all employees are covered by WSIB)
- contractor's liability to include operations of independent contractors (if not provided then each subcontractor must provide a Certificate of Insurance confirming that they have liability insurance as detailed in the RFSA)
- 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario K1A 0P7

b) The Supply Arrangement 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 Contractors employees and Contractors contract employees (if applicable) as named insureds.

c) The Supply Arrangement Holder will provide a Certificate of Insurance at least 5 days prior to the contract commencement date confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada. Upon receipt of the Certificate of Insurance CMHC reserves the right to request a Certified copy of the contractors policy for review.

It shall be the sole responsibility of the Supply Arrangement 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 fulfill its obligation under the contract. Any such additional insurance shall be provided and maintained by the Supply Arrangement Holder at its own expense.

4.24 Non-waiver

The failure of CMHC to insist on strict compliance with one or more of the terms of the Supply Arrangement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of the Supply Arrangement shall be deemed to have been waived as a result of a breach by either party of the provision, unless such waiver is in writing and signed by the other party. The written waiver by either party of any breach of any provision of the Supply Arrangement by the other party, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Supply Arrangement.

4.25 Severability

If any provision of the Supply Arrangement is held by competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Supply Arrangement and its attachments will continue in full force so long as they express the intent of the parties. If the intent of either party cannot be preserved, the Supply Arrangement shall be either renegotiated or terminated by the parties.

4.26 Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of any resulting Contracted Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Supply Arrangement Holder. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the services, the contract price shall be adjusted accordingly provided that the Supply Arrangement 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.

4.27 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 Supply Arrangement, 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 Supply Arrangement Holder, reseller, agent or any other person engaged to perform the Services under the Supply Arrangement.

The Supply Arrangement 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 Supply Arrangement 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 Supply Arrangement 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 the Supply Arrangement.

The Supply Arrangement 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 SA 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 Supply Arrangement Holder or subcontractors without the prior written consent of CMHC.

Article 5.0 - Supply Arrangement Administration

5.1 The SA Holder shall be notified in writing by CMHC's Supply Arrangement Administrator, of the names of CMHC representatives authorized, from time to time, to assign work and approve payments with respect to the services carried out under this Supply Arrangement.

IN WITNESS WHEREOF this Offer has been signed by the Supply Arrangement Offeror by their duly authorized signing officers. By signing, the Supply Arrangement Offeror agrees to the Terms & Conditions contained herein.

Supply Arrangement Offeror; _____

Phone: () _____ **Fax:** () _____

E-mail: _____

**Supply Arrangement Offeror
Authorized Officer**

Date

Witness

Date

7 SECTION 7 APPENDICES

Mandatory

APPENDIX A

7.1 Certificate of Submission

_____ hereby:
Company Name Procurement Business Number (PBN)

- 1) agrees to provide Services to CMHC, as described in this Offer, on an if, as and when required basis, all in accordance with the Request for Supply Arrangement;
- 2) agrees to the terms as set out in this Offer, for the period of the Supply Arrangement (SA) as specified in this RFSA;
- 3) certifies that, at the time of submitting this Offer, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- 4) and warrants that in submitting the Offer or performing any Services awarded from a Supply Arrangement, there is no actual or perceived conflict of interest; or identifies the following conflict of interest:
_____.
- 5) represents and warrants that in preparing the Offer, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFSA that was not made available to other Offerors;
- 6) certifies that this Offer was independently arrived at, without collusion;
- 7) certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a Supply Arrangement;
- 8) authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the offer;
- 9) agrees to comply with all of the section 6 MANDATORY Terms and Conditions in an unaltered form as stated for any Contract awarded as a result of this RFSA;
- 10) agrees that, in the event of acceptance of its Offer, it will enter Supply Arrangement negotiations in accordance with the RFSA, and, upon successful entry into any resulting Contract with CMHC, it will commit to providing the full scope of Services identified in any resulting Contract.
- 11) agrees that, all the materials produced under the terms of any Contract resulting from this RFSA shall be the exclusive property of CMHC, that CMHC shall have copyright therein; and will not reimburse the offeror for costs associated with the services, travel or documents produced in response to this RFSA;
- 12) agrees that it and any other persons for which it is responsible, who are to perform the Services as stated in this RFSA, at the request of CMHC will comply with security screening as deemed appropriate;
- 13) authorizes CMHC to perform a credit check and/or financial evaluation, as required.

Signed this _____ day of _____, 2015 at _____, Canada.

Corporations are not required to provide a corporate seal.

Corporation/Individual:

Signature of Signing Authority

Name & Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B

7.2 Evaluation Table

Evaluation Table Stream 1 Qualitative Research

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
Section 4.4 - Offeror Qualifications	25		210	
<ul style="list-style-type: none"> • Description of offeror • Proposed personnel • References 	5 10 10			
Section 4.5 - Response to Statement of Work	30		210	
<ul style="list-style-type: none"> • Detailed information relative to requested market research services 	30			
Section 4.6 – Project Management	20		140	
<ul style="list-style-type: none"> • Project management approach • Quality control • Status reporting and interfacing with CMHC 	10 5 5			
Section 4.8 - Pricing	25			
TOTALS	100			

Evaluation Table Stream 2 Quantitative Research

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
Section 4.4 - Offeror Qualifications	25		210	
<ul style="list-style-type: none"> • Description of offeror • Proposed personnel • References 	5 10 10			
Section 4.5 - Response to Statement of Work	30		210	
<ul style="list-style-type: none"> • Detailed information relative to requested market research services 	30			
Section 4.6 – Project Management	20		140	
<ul style="list-style-type: none"> • Project management approach • Quality control • Status reporting and interfacing with CMHC 	10 5 5			
Section 4.8 - Pricing	25			
TOTALS	100			

APPENDIX C

7.3 Mandatory Compliance Checklist

- | | | |
|--------------------------|------------------------------------|-------------|
| <input type="checkbox"/> | Delivery Instructions and Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Offeror's Qualifications | Section 4.5 |
| <input type="checkbox"/> | Response to Statement of Services | Section 4.6 |
| <input type="checkbox"/> | Financial Information | Section 4.7 |
| <input type="checkbox"/> | Pricing | Section 4.8 |
| <input type="checkbox"/> | Certificate of Submission | Appendix A |