



# REQUEST FOR PROPOSAL

FOR

## **EMPLOYEE RECOGNITION PROGRAM FOR CANADA MORTGAGE AND HOUSING CORPORATION**

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Solicitation Closes: *December 22, 2015*

Solicitation File # : 201504133

Originating Department: *Human  
Resources*

Contracting Authority: Canada  
Mortgage and Housing Corporation  
(CMHC)

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Canada



# TABLE OF CONTENTS

<b>1</b>	<b>SECTION 1 GENERAL INFORMATION.....</b>	<b>1</b>
1.1	OVERVIEW OF SECTION 1 .....	1
1.2	INTRODUCTION AND SCOPE .....	1
1.3	CMHC BACKGROUND.....	1
1.4	PURPOSE OF REQUEST FOR PROPOSAL.....	1
1.4.1	<i>All Service Providers.....</i>	<i>1</i>
1.5	SCHEDULE OF EVENTS.....	2
1.6	MANDATORY REQUIREMENTS.....	2
1.7	PROCUREMENT POLICY RE: THE ENVIRONMENT .....	3
1.8	PROONENT FEEDBACK.....	3
1.9	INCOME TAX REPORTING REQUIREMENT .....	3
<b>2</b>	<b>SECTION 2 SUBMISSION INSTRUCTIONS.....</b>	<b>4</b>
2.1	OVERVIEW OF SECTION 2 .....	4
2.2	CERTIFICATE OF SUBMISSION MANDATORY .....	4
2.3	DELIVERY INSTRUCTIONS AND DEADLINE.....	4
2.4	INQUIRIES .....	5
2.5	COMMUNICATION.....	6
2.6	PROONENT CONTACT.....	6
2.7	OFFERING PERIOD MANDATORY .....	6
2.8	CHANGES TO SUBMISSION .....	6
2.9	MULTIPLE PROPOSALS .....	6
2.10	ACCEPTABLE ALTERNATIVE.....	6
2.11	LIABILITY FOR ERRORS.....	7
2.12	VERIFICATION OF PROONENT’S RESPONSE .....	7
2.13	OWNERSHIP OF RESPONSES .....	7
2.14	PROPRIETARY INFORMATION.....	7
2.15	CORPORATION IDENTIFICATION.....	7
2.16	DECLARATION RE: GRATUITIES .....	7
2.17	CONFLICT OF INTEREST .....	8
2.18	DECLARATION RE: BID RIGGING AND COLLUSION .....	8
2.19	SECURITY CLEARANCE.....	8
2.21	SHORTLIST.....	8
2.22	JOINT VENTURE RESPONSES .....	9
2.23	INTELLECTUAL PROPERTY RIGHTS .....	9
2.24	NON-DISCLOSURE OF CMHC INFORMATION.....	9
<b>3</b>	<b>SECTION 3 STATEMENT OF WORK.....</b>	<b>11</b>
3.1	OVERVIEW OF SECTION 3 .....	11
3.2	MANDATORY REQUIREMENTS .....	11
3.3	STATEMENT OF WORK.....	11
	BACKGROUND.....	11
3.4	CURRENT RECOGNITION PROGRAM.....	11
3.5	THE WORK .....	12
3.6	SCOPE OF WORK.....	13
<b>4</b>	<b>SECTION 4 PROPOSAL REQUIREMENTS.....</b>	<b>20</b>
4.1	OVERVIEW OF SECTION 4 .....	20
4.2	MANDATORY PROPOSAL REQUIREMENTS .....	20
4.3	COVERING LETTER .....	20
4.4	TABLE OF CONTENTS.....	20
4.5	EXECUTIVE SUMMARY .....	21

4.6	PROPONENT’S QUALIFICATIONS	MANDATORY	21
4.7	IT SECURITY REQUIREMENT		21
4.8	RESPONSE TO STATEMENT OF WORK	MANDATORY	22
4.9	PROJECT MANAGEMENT PLAN		24
4.10	FINANCIAL INFORMATION	MANDATORY	24
4.10.1	Credit Check		24
4.10.2	Financial Capacity		24
4.11	PRICING PROPOSAL	MANDATORY	25
<b>5</b>	<b>SECTION 5 EVALUATION AND SELECTION</b>		<b>26</b>
5.1	OVERVIEW OF SECTION 5		26
5.2	LIMITATION OF DAMAGES		26
5.3	EVALUATION TABLE		26
5.4	EVALUATION METHODOLOGY		26
5.5	FINANCIAL EVALUATION		27
5.6	IT SECURITY EVALUATION		27
5.7	PROPONENT SELECTION		27
<b>6</b>	<b>SECTION 6 PROPOSED CONTRACT</b>		<b>28</b>
6.1	OVERVIEW OF SECTION 6		28
6.2	MANDATORY CONTRACT TERMS AND CONDITIONS		28
6.3	PROPOSED CONTRACT		28
<b>7</b>	<b>SECTION 7 APPENDICES</b>		<b>46</b>
	APPENDIX A	MANDATORY	46
7.1	CERTIFICATE OF SUBMISSION		46
	APPENDIX B		47
7.2	EVALUATION TABLE		47
	APPENDIX C		48
7.3	MANDATORY COMPLIANCE CHECKLIST		48
7.4	PRICING TABLE		49

## **1 SECTION 1 GENERAL INFORMATION**

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

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

### **1.2 Introduction and Scope**

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of the design, launch, implementation, delivery and evaluation of an Employee Recognition Program that will support and enhance CMHC’s corporate objective to foster a healthy organizational environment founded on corporate values. The Employee Recognition Program will serve as an important vehicle to advance organizational priorities, articulate corporate values within a culture of recognition, promote desired behaviours and, facilitate effective recognition practices.

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

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

### **1.3 CMHC Background**

CMHC is the Government of Canada’s National Housing Agency, we work with community organizations, the private sector, non-profit agencies and all levels of government to help create innovative solutions to today's housing challenges, anticipate tomorrow's needs, and improve the quality of life for all Canadians. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children & Social Development and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jean-Yves Duclos.

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

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

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

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

### 1.5 Schedule of Events

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

<b>Date</b>	<b>Activities</b>
November 30, 2015	Request for Proposal issued
December 22, 2015	Submission Deadline
December 2015	Evaluation and Selection of lead proponent
January 2016	Finalize contract with lead proponent
February 2016	Announcement of successful proponent
March 2016	Debriefing to unsuccessful proponents as requested

### 1.6 Mandatory Requirements

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

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 4 Proposal Requirements
- Section 6 Proposed Contract, and
- Appendix A The Certificate of Submission.

**Caution:** Proposals which fail, in the sole discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to

meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

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

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

### **1.8 Proponent Feedback**

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

Proponents may submit comments labelled as *Proponent Feedback RFP #201504133* to the name and address provided in Section 2.4.

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

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

### **1.9 Income Tax Reporting Requirement**

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

## 2 SECTION 2 SUBMISSION INSTRUCTIONS

### 2.1 Overview of Section 2

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

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

### 2.2 Certificate of Submission Mandatory

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

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

### 2.3 Delivery Instructions and Deadline

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the proponent. All risks and consequences of incorrect delivery of proposals are the responsibility of the proponent. CMHC will not assume or have transferred to it those responsibilities. All registered times will be in accordance with the time CMHC computer servers receive the submission, not the time the proposal was sent by the proponent.\*

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

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

Upon receipt of proposals, an automated confirmation will be issued to the sender's e-mail address. It is strongly recommended that proponents 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. Proponents should ensure that sufficient delivery time is allowed for proposals to be received.**

### Address for Delivery

Proposals, 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: RFP, file # 201504133**

### **Format**

Proposals 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.

### **Proposal Opening and Verification Period**

All EBID proposals 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 a proposal, the proponent will be so advised and provided an opportunity to resubmit an open able version within 2 hours from notification.

### **Submission Deadline**

### **Mandatory**

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

**2:00 p.m. local Ottawa time, on December 22, 2015**

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

## **2.4 Inquiries**

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

Patricia Knott, Procurement Advisor  
pknott@cmhc-schl.gc.ca

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

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



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

## **2.5 Communication**

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

## **2.6 Proponent Contact**

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

## **2.7 Offering Period Mandatory**

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the proponent for a period of 90 (ninety) days following the closing date.

## **2.8 Changes to Submission**

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

## **2.9 Multiple Proposals**

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

## **2.10 Acceptable Alternative**

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

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

## **2.11 Liability for Errors**

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

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

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

## **2.13 Ownership of Responses**

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

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

## **2.14 Proprietary Information**

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

## **2.15 Corporation Identification**

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

## **2.16 Declaration re: Gratuities**

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

**2.17 Conflict of Interest**

- (a) The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this request for proposal.

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

In submitting its proposal, the proponent certifies that:

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

**2.19 Security Clearance**

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

**2.21 Shortlist**

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

## **2.22 Joint Venture Responses**

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

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

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

## **2.23 Intellectual Property Rights**

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

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

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

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

The Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The

Contractor shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Work under the Contract.

#### If Information to remain in Canada

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

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

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

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

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

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

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

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

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

#### **3.2 Mandatory Requirements**

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

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

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

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

##### **Background**

CMHC's human resources management strategy is focused on building business success by capitalizing on the skills, knowledge, and competencies of its employees at all levels of the Corporation. CMHC builds organizational capacity through effective recruitment and retention strategies. Human resources strategies focus on attracting and retaining the pool of talented employees required to achieve CMHC's business objectives. CMHC employees work in an environment that maximizes their engagement and contribution, that provides opportunities to learn and develop and that rewards their performance.

#### **3.4 Current Recognition Program**

In 2010, CMHC launched its enhanced Employee Recognition Program consisting of five components.

E-cards: Themed cards with a personalized message for widespread use by all employees.

2 types of Performance Awards:

Achiever: Open on-line nomination process requiring manager/director approval: employee chooses a gift from an on-line catalogue (approx. value \$100.00)

Inspiration: Open on-line nomination process requiring VP approval: employee chooses a gift from an on-line selection (approx. value \$300.00)

Service: Length of service awards at 5 years intervals for 25, 30, 35 and 40 years, employee chooses a gift from an on-line selection. 15 and 20 years of service (approx. \$100 value), 25 years of service (approx. \$150 value), 30 years of service (approx. \$200

value), 35 years of service (approx. \$250 value) and 40 years of service (approx. \$300).

Retirement: Retirement service awards, employee chooses a gift from an on-line selection that aligns to the value of their closest years of service milestone.

The Employee Recognition Program is ongoing. Starting in 2015, a review of employee recognition in other organizations was undertaken to compare CMHC's program with others and to suggest improvements. At the same time, a review of feedback received by CMHC employees, through a variety of mechanisms, was also done.

### **3.5 The Work**

CMHC is seeking a proponent to provide a full range of customized, bilingual, on-line services and other services to facilitate recognition behaviours among its staff and managers. The successful proponent is expected to provide expertise in the business process issues related to this type of application, as well as develop, maintain and host/operate the application.

- The successful proponents will collaborate with CMHC in the design, development, delivery and ongoing administration of an employee recognition program that will include an electronic platform for all program activities, as well as development of efficient, timely and electronic reporting mechanisms and appropriate performance measures. The project will require a high degree of collaboration and/or consultation with various stakeholders within CMHC, including, but not limited to:
- Human Resources: Human Resources sector has played a strong leadership role in defining the initiative and will maintain a key role in managing the initiative including monitoring and measuring its success. Regional and National Office Human Resources staff will continue to provide support to communicate the initiative to management teams, answer questions and promote effective use of the system. Simple but comprehensive on-line instructions, training and tools will help mitigate information requests over time but initially there would be a requirement for HR staff to help support the roll out of the program to employees.

The program will be managed out of the HR Programs Division at CMHC. A group is established and will participate in the project at key intervals, including providing input to the selection of the successful proponent, final program design, development of communication strategies and training materials, reporting requirements and evaluation processes.

- Digital and Creative Services: CMHC's Digital and Creative Services division will work with the successful proponent and Human Resources to ensure that the implementation of messaging and visual style supports the initiative's objectives and is consistent with CMHC's Corporate Brand.
- The successful proponent will work in close collaboration with CMHC to develop the communication and launch strategy and implementation plan, including promotional themes,

guidelines for potential nominators and award recipients, the development of a training program with materials/tools that will address the needs of all employee target groups, including in-depth training for in-house communication/implementation team to sustain the program. Training materials will include bilingual:

- orientation material for all staff
- promotional tools, presentation materials, Internet based hands-on training and information sessions available for the duration of the contract
- development of a number of awards scenarios to serve as benchmarks or examples
- In collaboration with CMHC, the successful proponent will develop the content of a bilingual Tool Kit, targeted to managers/supervisors, to encourage and assist them in the day-to-day practice of recognition and make recognition a prominent and widespread practice. The Tool Kit will contain information on CMHC's recognition program and tips on how and when to reward employees using both non-monetary and monetary recognition.
- The successful proponent will work in close collaboration with CMHC to develop a strategy to manage identified and anticipated issues related to each phase of the initiative, specifically identifying what tools, mechanisms and/or strategies will be employed to communicate to employees and managers the value of the initiative.

The HR Systems group will work directly with the successful proponent to ensure functionality and compatibility within the IE 10, Lotus Notes environment, Microsoft Exchange/Outlook and Microsoft Office 2013. CMHC uses Lotus Notes as its e-mail engine until migrating to Microsoft Exchange/Outlook in early 2016.

- The successful proponent will clearly identify measurable key success factors for every phase of the initiative.
- The successful proponent will design, provide and print service milestone and retirement certificates for approval by CMHC.

The successful proponent will assist in the development of an evaluation framework and methodology based on the Corporation's objectives and provide statistics and defined success indicators at appropriate intervals (i.e. monthly, quarterly, semi annually, annually). Refer to 3.6, Section F.

### **3.6 Scope of Work**

CMHC's conceptual model for an employee recognition initiative is detailed below and is largely based on comparable programs in other parts of the federal public sector, a review of programs in other organizations, employee feedback, CMHC's experience with its earlier program and an appropriate balance between effective recognition for significant contributions and budgetary considerations. The successful proponent will be directed to work with the major elements defined but is invited to bring forward innovative ideas, suggestions for improvements, enhancements or modifications to the model that would increase the success of this initiative.



CMHC invites the proponents to clearly demonstrate their expertise and creativity in developing this initiative.

## **A. Instant Recognition**

### **Non Monetary**

Non monetary recognition could come in many forms including but not limited to e-cards and paper cards. Whatever methods recommended should be easily accessible, customizable and available to all employees to recognize employment milestones, changes in positions, performance/achievements, effort and/or provide encouragement. Additionally, non monetary recognition must permit individual as well as team/group recognition.

### **Monetary Awards**

Monetary awards on a scale of increasing value with a nominations and approvals process available to all employees. Employees would complete a simple on-line nomination template specifying the details surrounding the achievement, the role of the individual they are recognizing and the overall merits or benefits derived from the achievement. Nominations would be sent to the direct manager of the individual being recognized for approval. All monetary award recommendations must fit within the average spend for gifts expected as outlined in section 4.10.

### **President's Award:**

Recipients of these awards would be selected yearly and acknowledged using an event, a company valued keepsake (approximate value \$100 to be designed and provided by successful proponent after being approved by CMHC) as well as selecting a gift from the online catalogue for recognition (approx. \$300 value). Successful proponents would be featured as recipients of this award in some manner. All monetary award recommendations must fit within the average spend for gifts expected as outlined in section 4.10.

## **B. Milestones and Retirement Awards**

### **Service Milestones**

This level of recognition would be reserved for individuals with 15, 20, 25, 30, 35 and 40 years of service. The successful proponent would be provided with the names of the individuals reaching these milestones. The value of the gift item for recipients would vary depending on the years of service: 15 and 20 years of service (approx. \$100 value), 25 years of service (approx. \$150 value), 30 years of service (approx. \$200 value), 35 years of service (approx. \$250 value) and 40 years of service (approx. \$300). An on-line process is requested to manage the administration/notification/selection and receipt of awards.

**Retirement:** This level of recognition would be for individuals who are retiring from CMHC. The value of the gift items would vary depending on the years of service. Employees retiring with up to 19 years of service (\$200 value) and 20+ years of service (\$300 value). The successful proponent would be advised by CMHC of the name of the retiree. The proponent would send a personalized message to the individual inviting them to select one of two classic/traditional keepsakes with CMHC's corporate logo at

the appropriate gift value. All monetary award recommendations must fit within the average spend for gifts expected as outlined in section 4.10.

In close collaboration with CMHC, the successful proponent will be expected to develop criteria for monetary awards of recognition, as well as develop on line material and scenarios to assist nominators in determining the appropriate level of recognition relative to the achievement. For monetary awards, the successful proponent is expected to provide a wide selection of gift items that will appeal to a variety of ages, cultures and lifestyle. The successful proponent will recommend gifts appropriate for service milestone and retirement recognition and the final selection will be made by CMHC. The successful proponent will offer environment friendly gifts, packaging and shipping. The successful proponent will be expected to provide a catalogue of the gifts available for each level and be flexible to update regularly, at least every year.

The successful proponent should accommodate areas without high-speed Internet access, as well as locations in which not all employees have access to computers or the Internet (or both). This represents a small proportion of CMHC's workforce. The system should be able to provide print-friendly versions and other non-web based alternatives for employees in these areas.

### **C. Service Milestone and Retirement Certificates**

Certificates are given to employees at 5 year intervals. In the first quarter of every fiscal year, the successful proponent will be provided with the names and years of service of individuals reaching these milestones. The successful proponent will be responsible for printing, typing the employee name and years of service on the certificates and framing the certificates. The successful proponent will make the necessary arrangements to send the framed certificates by the end of March of each year to the appropriate locations. (National Office, Atlantic Region, Quebec Region, Ontario Region, Prairie and Territories Region and BC Region).

Retirement certificates will be requested as necessary. The successful proponent will be responsible for printing, typing the employee name, years of service and retirement date, framing the certificate and making the necessary arrangements to send the certificate to the appropriate locations as stated above.

### **D. Themes for recognition**

In order to ensure that the recognition program supports business directions, is aligned with CMHC's values and fosters desired employee behaviours, categories or themes for recognition would be specified. (A monitoring system should be robust enough to capture specific rewards and report on emerging trends in order to recommend improvements.) The following are recommended recognition categories/themes that reflect corporate values and organizational priorities. These categories/themes may change throughout the term of the contract.

1. Being an owner
2. Amazing our clients with top-notch service
3. Thinking "yes" first
4. Doing the right thing

5. Believing in each other
6. Celebrating both wins and failures
7. Asking “why”?
8. Being fearless in the face of change
9. Making a difference
10. Having fun
11. Innovation
12. Responsible risk-taking
13. Teaching, coaching or mentoring others
14. Teamwork/team building
15. Enhancing the workplace environment
16. 5, 10, 15, 20, 25, 30, 35, 40 years of service
17. Retirement

### **E. Visibility**

It will be very important to supplement on-line interaction with personal interaction through visibility strategies and sustainable activities over the years. The system should provide timely prompts, reports or summaries of all recognition recipients to Managers so that “public” mention of recipients could be made at team meetings or other appropriate venues. These venues should be used to further “personalize” the recognition and share “stories” behind the achievement and the individual. (Managers may choose to publicly identify only any or all recipients of recognition). Managers are closest to recipients and would be in the best position to know and respect individual preferences regarding levels of visibility.

A special section on the Recognition site could be created to feature the names of recipients. Recipients would have the option of not including their names on the list. The list would be updated on a regular and timely basis.

**F) Measurement, Monitoring, Reporting and Satisfaction**

- The on-line recognition program will be designed to capture regular statistics on usage rates by:
  - Sector/region/division/responsibility centre
  - level of recognition (Levels 1 to 5)
  - Category/theme
  - Recipient
  - Nominator
  - Rationale for nomination
  - Name of employee(s) approving nomination
  - Description of selected gift item
  - Date of nominations, approval(s), gift selection and shipping
  - Dollar Value
  
- Reports should be adapted to CMHC's needs, user-friendly, available electronically to administrators and managers, easily accessible and transferable into Excel.
  
- To respond to the Canada Revenue Agency (CRA) policy concerning gifts and awards, the proponent will be required to provide CMHC with the names of the employees who, during the calendar year, received non-cash gifts and awards in excess of \$500 as well as non-cash long service/anniversary awards in excess of \$500 along with the dollar value of each non-cash gift or award received.
  
- In close collaboration with CMHC, the proponent will develop an evaluation framework and methodology based on:
  - key indicators and statistics
  - defined success indicators based on the specific nature of the program
  
- In close collaboration with CMHC, the successful proponent will develop a short on-line satisfaction questionnaire that would be sent to recipients 2 or 3 weeks following the shipping of the award. The successful proponent will provide quarterly reports on the results of the satisfaction evaluation.

## G) CMHC's Organizational Structure

The successful proponent is expected to ensure that all points of service can, within appropriate timelines, easily access the on-line service and receive the award within a reasonable time frame.

<b>LOCATIONS</b>	<b>NUMBER OF EMPLOYEES</b>
<b>Atlantic Region</b>	<b>87</b>
Atlantic Business Centre (Halifax)	73
Fredericton	1
Charlottetown	5
St. John's	3
Moncton	5
<b>Québec Region</b>	<b>222</b>
Québec Business Centre (Montréal)	195
Québec	26
Sherbrooke	1
<b>Ontario Region</b>	<b>211</b>
Ontario Business Centre (Toronto)	177
Toronto off - Adelaide	29
Thunder Bay	5
<b>Prairies and Territories Region</b>	<b>133</b>
Prairies and Territories Business Centre (Calgary)	77
Edmonton	20
Winnipeg	16
Yellowknife	1
Saskatoon	19
<b>BC Region</b>	<b>160</b>
BC Business Centre (Vancouver)	106
Granville Island - Vancouver *	54
<b>National Office (Ottawa)</b>	<b>1068</b>
<b>Total</b>	<b>1881</b>

\* approximately 15 employees do not have access to computers

### 3.7 Deliverables and Timeline

The project implementation will start March 8, 2016 with the launch to all employees in early May 2016. The successful proponent is to:

1. Take part in a project launch meeting with CMHC, either in person or on the telephone, to discuss work plan and activities;
2. Complete program design, including technological/logistical preparations for all elements of the program outlined in 3.6 Scope of Work;
3. In collaboration with CMHC, develop:
  - communications and implementation strategies
  - orientation, information and training material for all employee groups;
4. Develop, in collaboration with CMHC, the content of the Managers' tool kit and recommend format/layout of tool kit;
5. Complete prototype of program for presentation to Senior Management;
6. Complete on-line communication and training material;
7. Develop user friendly on-line reports that are easily accessible for all levels of management and respond to CMHC's needs;
8. Pre-test the program in both official languages with groups of employees identified by CMHC;
9. Deliver information sessions to target groups; and
10. Release to all staff.
11. Maintain and administer the program on an on-going basis following release to all staff (including fulfillment of orders for merchandises, as well as fulfilment of expectations related to on-going liaison, reporting, and renewal of gift catalogue);
12. Prepare, frame and deliver of milestones and retirement certificates; and
13. Print, type certificates to CMHC's requirements.

## **4 SECTION 4 PROPOSAL REQUIREMENTS**

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

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

#### Response Item

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

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

Requirements for each Response Item are detailed below.

### **4.2 Mandatory Proposal Requirements**

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

### **4.3 Covering Letter**

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

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

### **4.4 Table of Contents**

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

#### 4.5 Executive Summary

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

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

#### 4.6 Proponent's Qualifications

#### Mandatory

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

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

#### 4.7 IT Security Requirement

In order for CMHC to ensure proponent(s) meet the necessary safeguards to securely manage the administration of Employee Recognition Program, CMHC reserves the right to conduct an assessment of the I&T security control capacity of the lead proponent which may be carried out by CMHC itself or by a third party on behalf of CMHC. Should a proponent be selected as a lead proponent following the evaluation process, CMHC will request the necessary I&T security control documentation to confirm that the I&T security control capacity of the proponent is satisfactory to CMHC. At that time, the lead proponent(s) must provide to CMHC the following information, within an agreed timeframe, to permit an analysis of the I&T security controls of the lead proponent(s):

- (a) Provide assurance showing how they have implemented security controls specified in one of the following security guidelines ISO 27001, ITSG-33 or equivalent for a system rated with a **Low Sensitivity (Protected)-Confidentiality, Very Low Integrity and Very Low Availability**.
- (b) Provide assurance that an enhanced Threat and Risk Assessment (TRA) has been conducted on their technology/infrastructure.
- (c) Provide assurance that an internal and external Network Vulnerability Assessment (VA) has been conducted on their technology/infrastructure.
- (d) The lead proponent will be provided with a Security Controls Checklist containing the security controls specified for a **Low Sensitivity(Protected)/Low/Low** environment. The lead proponent(s) will be required to document how they have met or exceed the baseline safeguards.



- (e) The lead proponent will be required to include a description of the above listed reports used to summarize and provide detailed information on the security risks, vulnerability and the necessary countermeasures. The lead proponent will be required to ensure that the appropriate safeguards have been implemented to address any risks.
- (f) The lead proponent may refine security requirements as part of this process to ensure a sufficient amount of detail for their unambiguous allocation in high-level design specification. CMHC will review and potentially approve any refinements implemented by the contractor as part of CMHC's review and change disposition.
- (g) Upon request from CMHC I&TSRM the lead proponent will provide assurance that security controls are being managed in accordance with a Low Sensitivity(Protected)/Low/Low environment through the life of the contract.

#### **4.8 Response to Statement of Work**

#### **Mandatory**

In this section, the proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work, including but not limited to the following:

##### Administrative

- (a) The proponents will demonstrate their capacity to provide services in both official languages. As well, they will indicate what steps they will take to ensure that all materials and services offered by hot line staff are equivalent in both official languages. Additionally, they will provide samples of their services in both official languages;
- (b) The proponents will describe in detail, and may use an existing program as an example, the on- line process from nomination/notification, to reminders, to gift selection and confirmation to final delivery;
- (c) The proponents will provide detailed information regarding the nature and the availability of support services in all time zones (e.g. hours per day, days per week, etc.);
- (d) In the response to Section 3.7 Deliverables and Timeline, the proponent will comment on the target timeline, identify any potential issues that could arise and suggest an alternate schedule if necessary, accompanied by a complete rationale;
- (e) The proponent will describe, in detail, how they intend to meet the data reporting requirements described in the Statement of Work (section 3.6 (F)) and highlight any reporting capabilities that would exceed stated requirements and would contribute to the management and evolution of the program;
- (f) The proponent must demonstrate willingness to work with CMHC in determining best approaches in occasionally accommodating employees who may not be able to participate through the on-line process, for various reasons, such as a disability or no access to a computer; and
- (g) The proponent will describe their capacity to print service milestones and retirement certificates.

##### Infrastructure

In responding to the infrastructure requirements, the proponent will demonstrate that:

- (a) System is quickly accessible to users across Canada. On a high-speed connection, each page in the application must load within five (5) seconds of being requested, four times out of five regardless of the region of the country;
- (b) System provides for regular backup. In responding to this requirement, the proponent should explain its backup procedures and frequency;
- (c) A business resumption plan in place. In responding to this requirement, the proponent should describe its business resumption plan;
- (d) Users should be identified with a unique user id and password;
- (e) Entire transmission should be SSL encrypted after user has authenticated;
- (f) Transaction logs should be available for troubleshooting or request tracking;
- (g) System is compatible with both Lotus Notes 8.0, Microsoft Exchange/Outlook and Microsoft Office 2013;
- (h) System is compatible with Internet Explorer 10.0;
- (i) System notifies by email the users that there is a gift waiting to be chosen. This email will contain a link which will include embedded id code that will allow users to access the website, authenticate themselves automatically without typing a username or a password. This is to ensure that the site is secure and that users do not need to re-enter login information;
- (j) Includes a schedule for new releases:
  - Versioning/release (how often does it happen?),
  - How are the changes communicated?
  - How are the changes determined, and;
  - What would be the process for any CMHC suggested changes to be implemented?
  - Training for users would accompany new releases?

### Materials

- (a) The proponent will provide details of their capacity in developing and supporting communication and marketing strategies and in developing communication and training materials;
- (b) The proponent must provide CMHC with an example of how they can customize a system to meet a client brand management requirements (i.e., incorporate corporate logo, and respect design templates for corporate material);
- (c) The proponent must demonstrate that they can design and support a program that can be fully customized to CMHC's employees, e.g., a sufficiently wide selection of gifts items in each value range that appeal to a broad group of employees of varying ages, regions, cultures and lifestyles, including gift items that are environment friendly;
- (d) The proponent must demonstrate the effort they take to support an environmentally friendly culture, e.g. packaging, use of recycle paper when possible, etc.;
- (e) The proponent must demonstrate that they have flexibility to modify and integrate other types of gifts according to the evolving needs of CMHC; and
- (f) The proponent will provide samples of all relevant material: communication and marketing strategies, promotional material, supply catalogues for all levels of recognition, information, communication and training materials, etc. in both official languages.

## 4.9 Project Management Plan

The proponent shall describe its project management plan including;

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

## 4.10 Financial Information

### Mandatory

### 4.10.1 Credit Check

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

### 4.10.2 Financial Capacity

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

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

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

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

signed review engagement report for each year. A complete set of financial statements consists of all the following items:

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

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

#### **4.11 Pricing Proposal**

#### **Mandatory**

The proponent must submit pricing information using the assigned pricing table (Appendix D) that indicates how the fixed and variable fees were calculated. Additionally please note the following when preparing your pricing table:

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

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

## 5 SECTION 5 EVALUATION AND SELECTION

### 5.1 Overview of Section 5

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

CMHC commits to conducting the evaluation process in a fair and objective manner and treating all proponents equitably. To this end, it has set out detailed terms and conditions and evaluation criteria which will be applied uniformly to all proponents.

As per section 2.11, by submitting a proposal, proponents agree to relinquish all causes of action, claims, complaints or demands that they may have against CMHC arising out of its evaluation of proposals, the alteration of any terms and conditions, the failure to evaluate any proposal, the failure to sign an agreement with a proponent, or the termination of this RFP process.

**CMHC intends to conduct the RFP process such that the proposal that represents the best value to CMHC, based on its operational requirements, is selected. The lowest cost proposal will not necessarily be selected. CMHC reserves the right to reject any or all proposals in whole or in part on the basis of this principle.**

### 5.2 Limitation of Damages

The proponent, by submitting a proposal and subject to section 2.11, agrees that under no circumstances will it claim damages in excess of the reasonable costs incurred by the proponent in preparing its proposal. The proponent waives any claim for loss of profits or other indirect or special damages.

### 5.3 Evaluation Table

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

### 5.4 Evaluation Methodology

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

Each compliant proposal will first be individually evaluated by each member of the Evaluation Committee that is formed by CMHC for this purpose. Evaluators will evaluate each proposal in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B". Once individual evaluations are complete, the Evaluation Committee members will discuss their scores and agree upon a final score for each proposal.

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

Each compliant proposal that meets the minimum upset score in each category shall then be evaluated using the “greatest score” methodology. The proponent achieving the highest overall score will be considered to be the lead proponent with whom CMHC will endeavour to contract.

## **5.5 Financial Evaluation**

Once a lead proponent is identified, CMHC may carry out a credit check and/or a financial capacity on the lead proponent. The financial evaluation will be based on the information that is requested as per Section 4.9 of this RFP.

The financial evaluation is a pass/fail evaluation to determine whether the lead proponent has the financial capacity required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC. If the lead proponent passes the financial evaluation, CMHC is then in a position to begin contract negotiations. If the lead proponent fails the evaluation, it is disqualified from further consideration.

## **5.6 IT Security Evaluation**

Once a lead proponent is identified, CMHC will carry out the IT security evaluation as detailed at Section 4.7 of this RFP. The IT security evaluation is a pass/fail evaluation. If the lead proponent passes the IT security evaluation, CMHC is then in a position to begin contract negotiations. If the lead proponent fails the evaluation, it will be disqualified from further consideration.

## **5.7 Proponent Selection**

Once a lead proponent has passed the financial evaluation, CMHC has the option of entering into negotiations with that proponent to incorporate some or all of its proposal into an agreement. If at any time CMHC decides that the lead proponent cannot satisfy CMHC’s requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

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

Announcement of the successful proponent will be made to all proponents following the signing of an agreement.

## **6 SECTION 6 PROPOSED CONTRACT**

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

Attached in Section 6.3 is a proposed contract. The terms and conditions in this draft contract may be incorporated into any contract resulting from this RFP. CMHC reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

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

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

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

### **6.2 Mandatory Contract Terms and Conditions**

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

### **6.3 Proposed Contract**

**The attached proposed contract forms Section 6.3 of this RFP.**

**PROPOSED CONTRACT**

**CMHC FILE No.** \_\_\_\_\_

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN**

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

(hereinafter referred to as "CMHC")

**AND**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as "the Contractor")

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

**Article 1.0 - The Work**

**1.1** The Contractor covenants and agrees to provide:

- On-line Branded Employee Recognition Platform offering non monetary and monetary recognition.
- Tools and Training to support program
- Criteria for monetary awards of recognition
- Develop on line material and scenarios to assist nominators in determining the appropriate level of recognition relative to the achievement.
- For monetary awards, the successful proponent will provide a wide selection of gift items that will appeal to a variety of ages, cultures and lifestyle.
- The successful proponent will recommend gifts appropriate for of service milestone and retirement recognition.
- The successful proponent will offer environment friendly gifts, packaging and shipping.
- The successful proponent will be expected to provide a catalogue of the gifts available for each level and be flexible to update regularly, at least every year.
- System should provide print-friendly versions and other non-web based alternatives for employees in these areas.

**Instant Recognition:**



**Non Monetary recognition** to recognize employment milestones, changes in positions, performance/achievements, effort and/or provide encouragement. Additionally, non monetary recognition must permit individual as well as team/group recognition.

**Monetary Awards** on a scale of increasing value with an electronic nominations and approvals process available to all employees.

**President's Award with** on-line nomination process including provision of a monetary award and company valued keepsake

Successful proponents would be featured as recipients of awards in some public manner.

### **Milestones and Retirement Awards**

**Service Milestones program** for individuals with 15, 20, 25, 30, 35 and 40 years of service. An on-line process is required to manage the administration/notification/selection and receipt of awards.

**Retirement** recognition for individuals who are retiring from CMHC.

**Provision of Service Milestone and Retirement Certificates at 5 year intervals** including printing, typing the employee name and years of service/retirement on the certificates, framing the certificates and making the necessary arrangements to send the certificate to the appropriate locations.

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

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

**2.1** This agreement shall be for a period of \_\_\_\_ ( months / years ) commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

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

## **Article 3.0 - Financial**

**3.1** In consideration of the carrying out of the work, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B.

Notwithstanding this however, CMHC's total financial liability under the terms and conditions of the agreement shall not exceed \$ \_\_\_\_\_ for the initial three (3) year term of the contract. Proponents' pricing provided to CMHC in their submission, will form part of the contract and must be fixed for three (3) years from contract award. Price increases may be negotiated for each successive renewal term.

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

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

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

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

- (i) make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency; and
- (ii) record as a credit note the additional amounts to the Contractor so that the net amount received by the Contractor after such withholdings will not be less than the amount the Contractor would have received had such withholding taxes not been withheld.

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

**3.5** Audit - The Contractor shall maintain proper records and accounts during the term of the Agreement and for a period of three (3) years following the end of the term and any renewals

thereof. The Contractor agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein

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

**3.6** All invoices, notices and requests for payment must make reference to this contract by quoting **CMHC file number 201504133** and be forwarded to CMHC at the following address:

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

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

### **4.1 Contract Termination**

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

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

### **4.2 Contract Administrator**

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

### **4.3 Contract Renewal**

This Contract may be renewed, at the sole discretion of CMHC, for additional one year periods, not to exceed a cumulative total of five (5) years, including the initial term. At its

discretion, CMHC shall within thirty (30) days prior to contract termination, advise the Contractor in writing of CMHC's wish to either extend or terminate the Agreement.

#### **4.4 Assignment of the Contract**

#### **Mandatory**

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

#### **4.5 Contractor's Indemnification**

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

#### **4.6 Liquidated Damages**

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

#### **4.7 Termination for Default of Contractor**

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

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

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

3. A change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired, by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of

CMHC that such event will not adversely affect its ability to perform the services under this contract;

4. The Contractor commits fraud or gross misconduct; or

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

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

#### **4.8 Procedures on Termination**

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

#### **4.9 Non-Compliance or Default by Contractor**

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

#### **4.10 Force Majeure**

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

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

#### **4.11 Compliance With Laws**

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

#### **4.12 Provincial Laws Governing Agreement**

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

#### **4.13 Independent Contractor**

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

#### **4.14 Contractor's Authority**

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

#### **4.15 Corporation Identification**

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

#### **4.16 Intellectual Property Rights**

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

material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein.

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

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

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

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

##### **If Information to remain in Canada**

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

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

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

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

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

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

#### **4.18 Confidentiality**

#### **Mandatory**

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

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

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

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

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

#### **4.19 House of Commons**

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

#### **4.20 Binding**

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



#### **4.21 Scope of Agreement**

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

#### **4.22 Income Tax Reporting Requirement**

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

#### **4.23 Conflict of Interest**

#### **Mandatory**

- (a) The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this request for proposal.

#### **4.24 Approval of Work**

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

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

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

#### **4.25 Ownership**

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

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

#### **4.26 Insurance**

a) The Contractor will provide and maintain Commercial General Liability insurance for a limit of \$5,000,000 per occurrence for bodily injury, or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest clause
- personal injury
- products completed operations
- blanket contractual liability
- Canada Mortgage and Housing Corporation to be added as additional insured
- non-owned automobile
- employer's liability (or confirmation that all employees are covered by WSIB)

- 30 days prior written notice of cancellation to Senior Advisor, Corporate Insurance, 700 Montreal Road, Ottawa, Ontario K1A 0P7

b) The Contractor 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 insured's.

c) The Contractor 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 contractor's policy for review.

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

All insurance policies required to be maintained by the Contractor pursuant to this Article 4.26 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractors insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Article 4.26. In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Article 4.26 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Article 4.26. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to Section 4.26 the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

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

#### **4.27 Access to CMHC Property**

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

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

#### **4.28 Suspension of Work and Changes in Specifications**

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

#### **4.29 Extras**

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

#### **4.30 Closure of CMHC Offices**

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

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

### **Article 5.0 - Contract Administration**

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

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

**for CMHC;**

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

**Phone:** ( ) \_\_\_\_\_ **Fax:** ( ) \_\_\_\_\_  
**e-mail:** \_\_\_\_\_

**for Contractor;** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_ **Fax:** ( ) \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

**Article 6.0 - Contract Documents**

**6.1** The Contract documents consist of the following:

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

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

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

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

**THE CONTRACTOR**

**CANADA MORTGAGE AND  
HOUSING CORPORATION**

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**SCHEDULE "A"**

**TERMS OF REFERENCE**

**1. Statement of Work**

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

**SCHEDULE "B"**

**MANNER OF PAYMENT**

If the Contractor is not in breach of any of its (his, her) obligations under this contract, the Contractor will be paid in accordance with Schedule "A".

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



**7 SECTION 7 APPENDICES**

**APPENDIX A**

**MANDATORY**

**7.1 Certificate of Submission**

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

- I. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- II. offers the terms as set out in this proposal, including any pricing proposal for a period ninety(90 ) days as specified in section 2 of the RFP;
- III. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- IV. represents and warrants that in submitting the proposal or performing the Contract, there is no actual or perceived conflict of interest;
- V. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VI. certifies that this proposal was independently arrived at, without collusion;
- VII. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract;
- VIII. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- IX. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- X. agrees to comply with all of the section 6.0 contract MANDATORY clauses in an unaltered form as stated;
- XI. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XII. agrees that, in the event of acceptance of this proposal, it will enter Contract negotiations in accordance with the RFP, and upon entry into a Contract with CMHC, it will commit to providing the full scope of services identified in the Contract.
- XIII. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XIV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_\_, Canada.

*Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.*

**Corporation/Individual:**

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

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

Declaration: I have the authority to bind the company.

**APPENDIX B**

**7.2 Evaluation Table**

<b>EVALUATION CRITERIA</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>WEIGHT 100 Total</b>	<b>POINTS 0 to 5</b>	<b>UPSET SCORE</b>	<b>SCORE AxB/Price</b>
<b>Proponents Qualifications (Section 4.6)</b>	5		15	
Description of the firm, its age, organization, office locations and service specialization.	2			
Experience (years of related experience)	1			
References	2			
<b>Project Management Plan (Section 4.8)</b>	25		75	
Project Management Approach	5			
Quality Control	5			
Work Schedule	5			
Interface with CMHC	5			
Historical data storage	5			
<b>Response to Statement of Work (Section 4.8)</b>	50		150	
Demonstrated ability to perform the work	20			
Successful strategic service arrangement relationship	5			
Adaptability to changes in service requirements	5			
Technological and other advancements/innovations	5			
Ability to brand program and customize to meet CMHC needs	5			
Comparable quality bilingual offerings	10			
<b>Pricing Proposal</b> CMHC will allot the highest points to the lowest priced offer and pro-rate all other priced offers by the percentage they are higher from the lowest priced offer. Please see Appendix D for a pricing table to be completed	20			
<b>TOTALS</b>	100			

## APPENDIX C

### 7.3 Mandatory Compliance Checklist

- |                          |                               |                                    |
|--------------------------|-------------------------------|------------------------------------|
| <input type="checkbox"/> | Submission Deadline           | Section 2.3                        |
| <input type="checkbox"/> | Offering Period               | Section 2.7                        |
| <input type="checkbox"/> | Proponent's Qualifications    | Section 4.6                        |
| <input type="checkbox"/> | Response to Statement of Work | Section 4.8                        |
| <input type="checkbox"/> | Financial Information         | Section 4.9                        |
| <input type="checkbox"/> | Pricing Proposal              | Section 4.11 (Appendix D)          |
| <input type="checkbox"/> | Proposed Contract             | Section 6                          |
| <input type="checkbox"/> | 7.1 Certificate of Submission | (Section 7 Appendices, Appendix A) |

## **APPENDIX D**

### **7.4 PRICING TABLE**

Please contact Patricia Knott at [pknott@cmhc-schl.gc.ca](mailto:pknott@cmhc-schl.gc.ca) to obtain Pricing Table in Excel format.