



REQUEST FOR PROPOSAL

FOR

***Site Planning for Housing
in First Nation Communities- Training Materials***

Date issued: January 20, 2016

Solicitation File # : 201504392

Contracting Authority: Canada
Mortgage & Housing Corporation

Solicitation Closes: February 8, 2016

Originating Department: First Nation
Housing (Alberta & Yukon)

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

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

1.2 Introduction and Scope

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor for the purpose of developing and piloting training materials on how to site plan for housing in First Nation communities.

This procurement has been set aside under CMHC's **Aboriginal Procurement Policy**. In order to be considered under this policy, firms must certify that they qualify as an Aboriginal business as defined in the Aboriginal Procurement Policy and that they will comply with all requirements of this policy. As of the date of closing of this RFP, any company wishing to declare itself to be an Aboriginal business must complete the **Certification of Verification**, located in Appendix D, remit this form as part of their bid proposal, declare its commitment to remain within this classification for the duration of the contract and agree to comply with eligibility auditing provisions regarding its status as an Aboriginal Business.

Non-Aboriginal firms are invited to provide a response to the RFP with the understanding that Aboriginal firm responses will be evaluated prior to consideration being given to non-Aboriginal responses. If there is no successful response from an Aboriginal firm, all non-Aboriginal responses will then be evaluated.

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, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Human Resources and Skills Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jean-Yves Duclos.

CMHC has more than 2,000 people located at its National Office in Ottawa, and at various Business Centers 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 Research Service Providers Database

MHC 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 Website.

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.

Date	Activities
<i>January 20, 2016</i>	Request for Proposal issued
<i>February 1, 2016</i>	Submission of questions deadline
<i>February 8, 2016</i>	Submission Deadline
<i>February 2016</i>	Evaluation and Selection of lead proponent
<i>March 2016</i>	Finalize contract with lead proponent
<i>March 2016</i>	Announcement of successful proponent

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
- Appendix D Certification of Verification as an Aboriginal Business.

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.

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

The Contracting Authority may authorize preferential pricing of up to ten percent for the purchase of more environmentally sound commodities.

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 201504392*** 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 # 201504392

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 E-BID 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 openable version within 2 hours from notification.

Submission Deadline Mandatory

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

2:00pm EST, on February 8, 2016

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:

Jennifer Cote
Procurement Advisor

Email: jecote@cmhc-schl.gc.ca

Changes to this RFP document will only be effective if issued by CMHC in writing as described below. Proponents are therefore strongly cautioned to request that all clarification, direction and changes be provided in writing, as information given orally by any person within CMHC shall not be binding upon CMHC.

All written questions submitted, which in the opinion of CMHC raise an issue that has the potential to affect all proponents, will be answered by CMHC in writing and distributed to all proponents by e-mail or GETS. The identity of the proponent making the inquiry will not be included in the response. Any questions of a proprietary nature must be clearly marked as such.

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 proponents by e-mail or GETS.

CMHC has no obligation to respond to any inquiry, and will determine, at its sole discretion, whether it will respond to inquiries that are submitted. CMHC cannot guarantee a reply to inquiries **received less than seven calendar** days prior to the closing date.

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 60 (sixty) 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

Mandatory

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 (2006) 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 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.

2.20 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.

2.21 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.

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.

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 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 the deliverables to be supplied. As outlined in the evaluation table (Appendix B: Evaluation Criteria Table), CMHC will consider alternative methodologies and added features that provide value to the project, provided that the proponent remains able to meet all substantive requirements of the Statement of Work.

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 Requirements.

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

3.3 Statement of Work

There is a critical need to establish a knowledge base around site planning in First Nations communities. A lack of planning means housing is frequently built ad-hoc, with little consideration given to land constraints and site preparation as well as infrastructure, construction and maintenance costs. As such, housing may be designed inappropriately for the land it is sited on, or built on land not suitable for development. Scattered development patterns, a common occurrence on-reserve, are exceedingly expensive, both in terms of infrastructure costs and community well-being. Scattered housing contributes little to the creation of healthy and sustainable neighbourhoods. Current approaches to siting homes on-reserve are simply unsustainable.

3.3.1 Project Outline

Developing a site planning training workshop for First Nations communities is an opportunity to address a knowledge gap and support a more proactive and sustainable approach to planning, designing and building housing on-reserve. To support First Nation communities in building capacity around site planning, CMHC is seeking the services of a consultant to develop a **clear, accessible** (plain language) and **highly visual** approach to site planning on-reserve. Once developed, the site planning model will be piloted with a First Nation community in Alberta to test and refine the material. Ideally, the site planning approach developed will pick up where future development plans in Comprehensive Community Plans (CCP's) and Land Use Plans (LUP's) leave off. These tools exist in many First Nations but may not be implemented. CMHC sees the

site planning training material as an implementation tool, building on the future development mapping, community vision and goals developed in previous community plans.

This project will develop training materials for First Nation audiences on how to site plan (for housing developments) in their communities. A **reference guide**, and **supporting training materials (including: a trainer's manual and train the trainer workshop, participant's manual/workbook and a workshop training presentation deck)**, will be developed to provide practical information on how to site plan for housing. In the First Nations context, site planning should be both a value-driven process, focused on the relationship First Nations have with the land, as well as a technical exercise. Site planning approaches must be culturally appropriate and accurately reflect the on-reserve context.

The overall goals of the site planning training are to improve strategic housing decisions, including considerations in siting homes, options for cluster building, options to reduce costs of infrastructure development and services. Principles of sustainability, land conservation and low-impact development should be considered.

The materials to be developed will offer a highly visual and practical step-by-step site planning process. Details may include (but are not limited to):

- Pre-planning (overview: understanding the land-base and demographics of a community)
- Mapping overview
- Land analysis (topography, water, soils)
- Site selection and design
- Site preparation
- Site infrastructure 101
- Vegetation
- Site needs post construction

To reflect a holistic approach to site planning- planning, architecture and engineering perspectives need to be reflected. Practical and graphic examples in each step of the site planning process must be incorporated.

The training products must be customized to a First Nations audience- tailoring the content for those with limited planning experience and limited knowledge around the technical aspects of site planning. The workshop training material should be easily adaptable for practical use on site. Training materials must be national in scope and applicable in First Nation communities across Canada.

CMHC Project Management

The CMHC Edmonton Office is responsible for administering this project. In addition the training materials will be piloted with a First Nation community in Alberta.

To support the development of the training and associated materials, CMHC will organize an advisory committee (AC) of 5 individuals including architecture, planning and engineering professionals as well a First Nations representative. The AC will be responsible for reviewing and providing comments to CMHC on the materials developed. CMHC will be responsible for communicating the comments and guidance provided by the advisory committee to the consultant selected to develop the materials. The CMHC project manager will amalgamate all the AC comments and edits to be sent to the consultant.

3.3.2 Objectives

This project will develop and pilot training materials for First Nation audiences nationwide on how to site plan for housing in their communities. The materials will integrate and reflect site planning perspectives from a Planning, Architecture/Landscape Architecture and Engineering point of views.

3.3.3 Description of Tasks

Tasks include, but are not limited to, the following:

Phase 1 (8 months in length)

Task 1- **Training Material Framework**: develop detailed outline for *Site Planning for Housing in First Nations Communities*

1. Prepare a detailed framework for training material: based on 2 day interactive workshop format for participants and a 1 day train the trainer workshop. At a minimum, the training material will include a Trainer's Manual, Participant's Manual/workbook and a presentation deck.
2. Include provisions for text, maps and graphics, focusing on clear and easily understood text (Grade 8 language comprehension level) and annotated details, showing key elements and sequencing of the site planning process.
3. Provide outline to CMHC for feedback and comments by the Advisory Committee (AC).
4. Integrate comments provided by AC and send back for final review
5. Finalize outline based on comments received by CMHC and the AC.

Task 2- **Draft Training Materials**: develop complete drafts of all training material requirements

6. Prepare a complete draft of all training materials including a Trainer's Manual and 1 workshop, Participant's Manual/workbook for 2 day workshop and presentation deck.
7. Include all text items and high resolution drawing details, maps and graphics, in PDF or Microsoft Word format for training materials and PDF or PowerPoint for presentation deck.
8. Provide complete draft materials to CMHC for feedback and comments by the AC.

Task 3- **Finalize Draft Training Materials:** polished drafts of all training material requirements

9. Based on review by CMHC and the AC, revise training materials as needed
10. Resubmit revised materials for final comments by CMHC and the AC
11. Revise and resubmit final copies of training materials to be tested in Phase 2.

Phase 2 (7 months in length)

Task 1- **Pilot Training Materials:** conduct and evaluate effectiveness with First Nation community

1. In collaboration with CMHC and INAC (Indigenous Affairs and Northern Development Canada), identify and work with a First Nations community to conduct a pilot training workshop.
2. Communicate and work with the selected community to organize the 2 day workshop to pilot the training materials with housing management staff, representatives from public works and the lands department and (if required), other relevant stakeholders totaling 8-10 participants.
3. Prepare instructor and participant materials from content developed in Phase 1.
4. Prepare training participant evaluation forms to solicit participant reactions to the training.
5. Co-deliver training in the First Nation community selected or another venue agreed upon by the community and CMHC. Trainer to pilot the materials with a consultant identified and paid by CMHC.
6. Compile participant's feedback and evaluations of the training, the trainer's observations on the training and materials and develop recommendations for improvements to the training materials.
7. Provide a summary report on pilot findings and recommendations for improvements for CMHC and the AC to review and provide feedback.

Task 2- **Finalize Training Materials:** prepare and submit final products

8. Revise training materials as necessary based on the recommendations and feedback provided by the participants, trainer and the AC.
9. Submit complete training package for final review by the AC.

10. Revise as needed and resubmit final training package materials.

Deliverables:

The following deliverables shall be provided as described above in the description of tasks:

Phase 1

- Task 1: Prepare detailed framework of training materials
- Task 2: Finalize outline (based on 2 rounds of feedback from AC)
- Task 3: Complete draft materials
- Task 4: Finalized draft materials (based on 2 rounds of feedback from AC)

Phase 2

- Task 1: Deliver and evaluate pilot training with First Nation community
- Task 2: Develop summary report with recommendations for improvements to training materials
- Task 3: Revise training materials (based on feedback from participants/trainer/AC)
- Task 4: Submit final training package materials (based on 2 rounds of feedback from AC)

All research or activity reports prepared for CMHC will become the exclusive property of CMHC. Please refer to Section 6, Item 8: Intellectual Property rights and review expectations of the consultant.

Software:

CMHC prefers that Adobe Creative Suite, Autocad, and GIS or comparable software be used in the development of the graphic materials. CMHC may accept documents prepared using other software, but approval must be obtained in advance.

Consultant to provide rough template of all training materials with final formatting of products to be completed by CMHC. Draft and final training material products are to be submitted in PDF or Microsoft Word and PDF or PowerPoint for presentation deck. If providing materials in PDF format, working files from Adobe InDesign or Microsoft Word must be provided to CMHC for final formatting purposes. Consultant must also be willing to provide original file format of drawings/maps if required by CMHC to complete final products.

Timeline:

Phase 1: The project timeline is expected to be 8 months from the contract issuing date.

Phase 2: The project timeline is expected to be 7 months from the completion of Phase 1.

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
4.2	Cover Letter
4.3	Table of Contents
4.4	Executive Summary
4.5	Proponent's Qualifications
4.6	References
4.7	Project Samples
4.8	Response to Statement of Work
4.9	Project Management Plan
4.10	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 Cover Letter

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

- (a) The legal name and a brief 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.
- (d) The location of all other offices that would be servicing the contract

4.3 Table of Contents

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

4.4 Executive Summary**Mandatory**

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

- (a) A summary of the proponent's proposal, including key features of the proposal, features that make the proposal superior, innovations or value-add opportunities.
- (b) A brief statement of the proponent's qualifications to meet the needs of CMHC and the SOW.

4.5 Proponent's Qualifications**Mandatory**

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

- (a) A description of the firm; preferably, an interdisciplinary design firm with planners, architects, landscape architects and engineers in house, or access to those skill sets, the firm's age, structure, service specialization, mission and values.
- (b) Resumes for all project personnel who would be assigned to the CMHC account, including subcontractors, if any.
- (c) 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?

The proponent must also clearly identify and demonstrate in the proposal, specific qualifications as they relate to the particular aspects of this RFP:

- (d) Demonstrated knowledge and understanding of working in a First Nations context
- (e) Demonstrated experience in site planning/design, for housing in rural settings or in First Nation communities
- (f) Demonstrated ability to create and present graphic information through mapping, site plans, sections, elevations, info graphics etc.
- (g) A commitment to sustainability
- (h) Demonstrated ability to integrate planning, architecture/landscape architecture, and engineering perspectives into the site planning process
- (i) Demonstrated experience in designing planning workshops, public consultations or informing public officials about planning initiatives, where graphics and accessible language were used to disseminate complex planning information
- (j) An understanding of site planning approaches for cluster housing
- (k) Demonstrated understanding and ability to break down the technical aspects of site planning into a simple, easy to understand approach or method
- (l) Ability to develop a flexible step-by step approach to site planning to be adapted and utilized by First Nations across Canada

(m) Summary of the qualifications (skills, knowledge, experience, training and education) of project personnel, particularly as they relate to the work required

4.6 References

Mandatory

The proponent must provide a description of 2-3 contracts that have some similarity with the work requested under this RFP. Include: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of the services provided by the proponent.

4.7 Project Samples

Mandatory

The proponent must provide 3 project samples which demonstrate both planning and graphic representation skills. Project samples should be similar in scope to the SOW and could include: land analysis mapping, site plans for rural housing projects, First Nations Community Plans or Land Use Plans. Project samples including planning, engineering or architecture work at a residential scale or relating to housing in First Nations communities would be considered preferred along with consultation, workshop and curriculum development examples.

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.

The proponent shall clearly demonstrate that they have the ability, knowledge and experience to perform the tasks in the Statement of Work by demonstrating the following:

- a) Describe what and how the deliverables required in Phase 1 will be developed:
 - Detailed frameworks for all training material
 - Initial drafts of all training material
 - Final drafts of all training material

- b) Describe what and how the deliverables required in Phase 2 will be developed:
 - Pilot all training materials
 - Develop summary report
 - Revise all training materials
 - Finalize all training materials

- c) Suggested additional work or changes that may be required beyond that which is described in the Statement of Work

- d) Identified potential challenges that could arise in completing the work and proposed solutions

4.9 Project Management Plan**Mandatory**

The proponent must describe its project management plan including;

- a) **Project Management Approach:** The proponent shall describe its project management approach and organizational structure including reporting levels and lines of authority, along with the role, responsibilities and participation of each team member.
- b) **Work Schedule:** The amount of time allocated in total and for each task, including start and completion dates by task.
- c) **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.
- d) **Status Reporting:** The proponent shall describe its status reporting approach including details of written and oral progress reporting methods.
- e) **Interface Points:** The proponent shall describe its interface points with CMHC.

4.10 Pricing**Mandatory**

The proponent must provide typical rates for the kind of work requested for the total project. The proponent must submit a fixed (firm) price. In addition, the proponent must submit pricing information in the pricing table found on page 21.

Proponents should submit their per diem and hourly rates which include any fixed costs or other costs normally included in fees proposal. When awarding a project, the price will be based on the fees provided in the Proposal.

All prices 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 proponent should indicate separately all taxes that should be added to the fees and that will have to be paid by CMHC directly to the proponent.

Pricing Table

Description	Pricing
Phase 1: the price for each task which is included within the Total Fixed Price	
TASK 1: Training material framework	\$
TASK 2: Draft training material	\$
TASK 3: Finalized draft training materials	\$
Total Fixed Price for Phase 1:	\$
Phase 2: the price for each task which is included within the Total Fixed Price	
TASK 1: Pilot Training Materials	\$
TASK 2: Summary Report on Pilot Findings	\$
TASK 3: Finalize Training Materials	\$
Total Fixed Price for Phase 2:	\$
Travel Expenses: if not included above	\$
One-time or non-recurring costs: if not included above	\$
Total Fixed Price for RFP:	\$

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

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

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

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

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

5.2 Limitation of Damages

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

5.3 Evaluation Table

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

5.4 Evaluation Methodology

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

Each compliant proposal shall be individually evaluated by each member of the Evaluation Committee, made up of qualified personnel. Evaluators shall evaluate and numerically score each

proposal in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B".

The proponent with the highest score will be named the lead proponent.

5.5 Financial Evaluation

CMHC will carry out a credit check and/or a financial capacity on the lead proponent before beginning contract discussions. This is a pass/fail test. Pass means that contract discussions begin. Fail means that the lead proponent may not enter into contract discussions and is disqualified from further consideration.

5.6 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposals into a contractual agreement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the lead proponent's proposal, CMHC will enter into discussions with the lead proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

6 SECTION 6 PROPOSED CONTRACT

6.1 Mandatory Contract Terms and Conditions

The terms, conditions or sections of the draft contract in Section 6.2 that are labelled mandatory must be accepted by the proponent without alteration.

CMHC File No.

THIS AGREEMENT dated this ____ day of _____, 2XXX (the "Agreement")

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC")

- and -

CONTRACTOR NAME (the "Contractor")

Whereas the Contractor and CMHC, in consideration of the mutual covenants set out in this Agreement, agree with each other as follows (the "Agreement"):

CMHC – Signing Authority

Name, Title (of person authorized to sign)

Date

CMHC – For Internal CMHC Use

Planning, Finance and Business Systems
Policy and Research

Date

CONTRACTOR NAME

Name, Title (of person authorized to sign)

Date

If a corporate entity: I am authorized to bind the Contractor

GST Registration Number (if applicable)

CMHC Representative

Representative Name

Canada Mortgage and Housing Corporation
700 Montreal Road, Ottawa, Ontario K1A 0P7
Phone: 613-

Contractor Representative

Representative Name

Contractor Name
Address
Phone:

Fax: 613-

Fax:

Email:

Email :

1. The Work

The Contractor covenants and agrees to undertake and complete (insert Agreement title) in accordance with the terms of reference set out in Schedule "A" ("the Work").

2. Term

The Term of this Agreement shall be from _____ to _____ unless terminated earlier in accordance with the terms of this Agreement (the "Term")

3. Termination

- 3.1. It is understood and agreed that CMHC may at any time, and for any reason terminate this Agreement and require the Contractor to discontinue the Work by giving the Contractor 20 days written notice. Upon delivery of such notice, the Contractor shall deliver to CMHC, in the manner directed by CMHC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-progress which the Contractor has produced. In the event of termination under this provision, the liability of CMHC for payment to the Contractor shall be limited to and shall not exceed payment of an amount which, in the opinion of CMHC, is reasonable payment for the partial performance of Work completed at the date notice of termination is delivered.

4. Financial

- 4.1. CMHC's financial liability under the terms and conditions of this Agreement shall not exceed \$_____ (before applicable taxes).
- 4.2. The amount payable to the Contractor by CMHC pursuant to clause 4.1 is exclusive of all taxes and duties that may be payable to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes or duties shall be payable to the Contractor in addition to the amount payable pursuant to clause 4.1 unless specifically agreed to between the Contractor and CMHC.
- 4.3. GST/HST or RST, to the extent applicable and required to be collected by the Contractor, shall be collected by the Contractor on the amounts payable pursuant to this Agreement and shown as a separate item on an invoice. Where the Contractor is required to collect

the GST/HST and/or the Quebec Sales Tax (QST), the invoice issued by the Contractor shall show the Contractor's GST/HST and/or QST number. The Contractor shall duly remit to the Canada Revenue Agency and/or provincial authorities any amounts of GST/HST and/or QST collected on the amounts payable pursuant to this Agreement.

- 4.4. Payment to the Contractor shall be made in accordance with and subject to the terms and conditions specified in Schedule "B".
- 4.5. 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. 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;
- 4.5.1. Directing the contractor to redo the Work or part of the Work which was not completed to CMHC's satisfaction;
 - 4.5.2. Withholding payment due or accrued due to the Contractor for services rendered pursuant to this Agreement;
 - 4.5.3. Executing the Work, or arranging for the execution of the Work by a third party and setting off all costs associated with such execution against the amount payable to the Contractor; and
 - 4.5.4. Terminating this Agreement for default in accordance with clause 3.

5. Invoices, Notices and Requests for Payment

- 5.1. All invoices, notices and requests for payment must make reference to this Agreement by quoting the CMHC file No. [XXXX-XX](#) and be forwarded to the CMHC Representative identified on page 1 of this Agreement.
- 5.2. At a minimum, invoices shall be submitted on a [quarterly \(determine frequency\)](#) basis, and shall contain the following information: Contractor's name and address, description of the services provided, rate, total amount claimed, GST, PST or HST as applicable.
- 5.3. 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.

6. Audit

The Contractor shall keep proper and detailed records and statements relating to this Agreement during the Term and for a period of three (3) years following the end of the Term and any renewals thereof. The Contractor shall at all reasonable times, in the event of an audit, permit inspection of such records and statements by CMHC's internal or external auditors. The Contractor shall provide CMHC's auditors with sufficient original documents in order to conduct the audit. An audit may be conducted without prior notice, however CMHC agrees to cooperate with the Contractor in the training of conducting any audit in order to avoid disruption in day-to-day operations.

7. Final Report

Where the Contractor is to prepare a final report, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. The content and form of the report will be consistent with the specifications as outlined in the terms of reference in Schedule "A".

8. Intellectual Property

- 8.1. For the purpose of this Agreement, Intellectual Property shall include any documents, reports, information and materials in any form.
- 8.2. CMHC shall retain all rights which it holds in any pre-existing Intellectual Property and shall be the sole owner of all rights in any Intellectual Property developed in the training of the Work, irrespective of the manner in which the Intellectual Property comes into existence (hereinafter referred as « CMHC Intellectual Property»). The Contractor agrees to acknowledge CMHC's rights in the CMHC Intellectual Property upon request by CMHC.
- 8.3. The Contractor shall have no right in the CMHC Intellectual Property except as may be granted in writing by CMHC. The Contractor shall not divulge, release, copy, modify or publish the CMHC Intellectual Property without the prior written consent of CMHC.
- 8.4. Nothing in this Agreement shall affect the ownership of any pre-existing Intellectual Property rights in any tools, methodologies, databases and materials used to produce the CMHC Intellectual Property.
- 8.5. Where a Subcontractor may create CMHC Intellectual Property in the training of the Work, the Contractor is solely responsible for ensuring that all rights in the Intellectual Property are transferred to CMHC in compliance with clause 8.2 above.

8.6 In the event the Contractor intends to incorporate intellectual property belonging to a third party, or derivatives thereof, into the Work, the Contractor represents and warrants that it has secured all necessary rights to grant CMHC the right to (copy, publish, modify, create derivatives) of the third party information, to grant any licenses described herein and to carry on any other activities described or contemplated in this Agreement.

9. Publication

9.1. CMHC

- 9.1.1. Is under no obligation to publish all or part of the final report or its associated materials, reports, maps and other documents;
- 9.1.2. Has the right to edit or publish the final report, in part or in its entirety;
- 9.1.3. Shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication; and
- 9.1.4. May, at its discretion, or shall, if directed to do so by the Contractor, delete references to the Contractor in any edited version of the final report

10. Photographs

- 10.1. All images included in the text of the report, either photographs or diagrams, must also be provided separately on a CD as PDFs, TIFFs, JPEGs, or EPSs with a minimum resolution of 300dpi. The Contractor acknowledges that images embedded in the text are not suitable for CMHC's publication process, but may include such images to indicate suggested image placement in the report.
- 10.2. The Contractor is responsible for obtaining all necessary rights to allow for the unrestricted publication of photographs, technical drawings, diagrams, charts and tables by CMHC and shall advise CMHC where acknowledgement of the photographer or author is required. Upon request by CMHC, the Contractor shall provide a sworn representation that it has obtained the required rights.

11. Confidentiality

The Contractor or its agents will treat as confidential during, as well as after the Term of this Agreement, all information relating to the affairs of CMHC and all personal information of which it acquires knowledge in consequence of or incidental to the performance of its obligations under this Agreement. The Contractor acknowledges that CMHC is subject to federal Access to Information and Privacy legislation and agrees that it will take all measures necessary to facilitate CMHC's compliance with its obligations and to protect the information from disclosure, whether inadvertent or intentional.

12. Indemnification

Mandatory

- 12.1. The Contractor agrees to indemnify and save harmless CMHC and its directors, officers, employees and agents from and against all loss, damages, costs, expenses, claims, demands, actions or other proceedings of any nature and kind, arising from or in consequence of an act or omission of the Contractor or its employees or agents. This indemnity shall be applicable whether such claims, actions or proceedings are brought in the name of CMHC, or the Contractor or any directors, officers, employees or agents thereof.
- 12.2. CMHC retains the right to approve or refuse any proposed settlement of a claim, action or proceedings, and to assume control over its defence at any time provided that it assumes the costs of defending the claim incurred from the time at which it assumes control.
- 12.3. This clause shall survive the termination of the Agreement.

13. Insurance

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

Commercial General Liability

- 13.2. The Contractor will provide and maintain Commercial General Liability insurance for a limit of \$2,000,000 per occurrence for bodily injury, and damage to property including loss of use of such property. This insurance policy shall include all of the following extensions:

- cross liability including severability of interest clause
- blanket contractual liability
- personal injury
- Canada Mortgage and Housing Corporation to be added as additional insured
- Broad form completed operations (required if contractor is doing physical work, e.g. painting, welding, flooring, etc.)
- Non-owned automobile
- Employer's liability (or confirmation that all employees are covered by workers' compensation legislation)
- Contractor's liability to include operations of independent contractors (if not provided then each subcontractor must provide a Certificate of Insurance confirming that they have liability insurance as detailed in the RFP)
- 30 days prior written notice of cancellation or modification to the CMHC Representative

13.3. The Contractor will provide a Certificate of Insurance at least five (5) days prior to the Agreement commencement date confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada.

Professional Liability

13.4. 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 Contractor's contract employees (if applicable) as insured.

13.5. The Contractor will provide a Certificate of Insurance at least five (5) days prior to the Agreement commencement date confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada.

14. Independent Contractor

The Contractor shall act as an independent contractor for the purposes of this Agreement. 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.

15. Replacement of Personnel

- 15.1. It is agreed that the following individual(s) will perform the Work (or provide the Services) and shall exercise active control over all aspects of the Work (Services) and shall be directly involved in all major decisions:

Insert names of individuals

CMHC's selection of a Contractor to perform the Work (Services) shall be considered as the engagement of the named individual(s) personally, even though CMHC may be engaging the services of a firm. Major roles in the performance of the Work (Services) may not be assigned to other individuals without obtaining the prior written consent of CMHC.

- 15.2. In the event that the individuals named in this clause are unable to perform all of the Work (Services) for any reason and CMHC does not accept any replacements proposed by the Contractor, CMHC may terminate this Agreement immediately with no further obligation of any kind to the Contractor.

- 15.3. To request CMHC's consent to replace an individual assigned to all or part of the Work (Services), the Contractor shall provide CMHC with a description of the qualifications, experience and competencies of the individual being proposed as the replacement. CMHC shall have full discretion to consent or to refuse to consent to the assignment of the Work (Services). All other obligations of the Contractor, including timing requirements, will not be affected by a request under this clause and will remain in full force and effect.

16. Assignment

This Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC.

17. 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 provide immediate written notice by registered

mail describing the event(s) that constitute(s) a force majeure or an act of God. Without limiting 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. In the event it receives notice of a force majeure or act of God CMHC may to the extent it deems necessary secure the services of other qualified Contractors without compensation or obligation to the Contractor.

18. Conflict of Interest

18.1. 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.

18.2. 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 this Agreement. All portions of the Work which have been completed at the date of termination shall be delivered 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 this Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

18.3. Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2006) in order to derive a benefit from this Agreement.

19. House of Commons

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

20. Metric Measurement

All reports or other information and material to be furnished to CMHC in accordance with the requirements of the work which contain written statements, reference to or tabulations of measured quantities shall be submitted by the Contractor in metric (SI) units.

21. Binding Agreement

This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns.

22. Guarantee / Warranty

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 any way.

23. Corporation Identification

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

24. 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. Attached as Schedule C to this Agreement is a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) which the Contractor must complete and sign prior to execution of this Agreement.

25. Scope of Agreement

It is agreed that this instrument embodies the entire agreement of the parties hereto with regards to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

7 SECTION 7 APPENDICES

**7.1 APPENDIX A
Certificate of Submission**

Mandatory

_____ hereby:

 Company Name Procurement Business Number (PBN)

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

Signed this ____ day of _____, 2016 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.

**7.2 APPENDIX B
Evaluation Table**

EVALUATION CRITERIA	A	B	C
	WEIGHT 100 Total	POINTS 0-10	SCORE (AxB) = total
<p>Executive Summary Does the Proposal:</p> <ul style="list-style-type: none"> • Organize and present all information in a concise, logical and easily understood manner (MAXIMUM POINT AMOUNT: 4) • Include an Executive Summary that explains how the Proponent will satisfy the requirements of CMHC in the Statement of Work (SOW) (MAXIMUM POINT AMOUNT: 6) 	5		
<p>Proponents Qualifications Has the Proponent:</p> <ul style="list-style-type: none"> • Described the firm, its age, number of full-time employees and service specialisation and provided résumés of all Proponent team members (MAXIMUM POINT AMOUNT: 1) • Demonstrated how team members have the education, knowledge and experience necessary to satisfy all SOW tasks: (MAXIMUM POINT AMOUNT: 4) <ul style="list-style-type: none"> ○ Experience working with First Nations ○ An understanding of site planning for housing in rural or FN contexts; familiarity with cluster housing approaches ○ Graphics capability- quality of mapping & visuals materials presented ○ Represented perspectives from planning, architecture and engineering professions ○ Ability to develop a site planning method to be used nationwide ○ A commitment to sustainability 	40		

EVALUATION CRITERIA	A	B	C
	WEIGHT 100 Total	POINTS 0-10	SCORE (AxB) = total
<ul style="list-style-type: none"> ○ Demonstrated experience in designing planning workshops/public consultations ○ Demonstrated experience in curriculum development ● Provided 3 project samples showing: (MAXIMUM POINT AMOUNT: 3) <ul style="list-style-type: none"> ○ Provided project sample demonstrating public consultation/workshop development and delivery ○ Provided one project sample demonstrating curriculum development ○ Provided project graphic representation skills on a First Nations project or a project similar in scope to the SOW ● Provided 2-3 complete references for recent projects of similar size and scope done by the Proponent members. (MAXIMUM POINT AMOUNT: 2) 			
<p>Response to Statement of Work Has the Proponent:</p> <ul style="list-style-type: none"> ● Described what and how the deliverables required in Phase 1 will be developed: (MAXIMUM POINT AMOUNT: 5) <ul style="list-style-type: none"> ○ Detailed frameworks for all training material ○ Initial drafts of all training material ○ Final drafts of all training material ● Described what and how the deliverables required in Phase 2 will be developed: (MAXIMUM POINT AMOUNT: 4) <ul style="list-style-type: none"> ○ Pilot all training materials ○ Develop summary report ○ Revise all training materials ○ Finalize all training materials 	40		

EVALUATION CRITERIA	A	B	C
	WEIGHT 100 Total	POINTS 0-10	SCORE (AxB) = total
<ul style="list-style-type: none"> Suggested additional work or changes that may be required beyond that which is described in the Statement of Work (MAXIMUM POINT AMOUNT: 0.5) Identified potential challenges that could arise in completing the work and proposed solutions (MAXIMUM POINT AMOUNT: 0.5) 			
<p>Project Management Plan Has the proponent provided its project management plan including the proponent's:</p> <ul style="list-style-type: none"> Project Management approach and lines of authority; roles of project team (MAXIMUM POINT AMOUNT: 2) Work Schedule (MAXIMUM POINT AMOUNT: 3) Quality Control approach (MAXIMUM POINT AMOUNT: 1) Status Reporting to CMHC Edmonton office including details of written and oral progress reporting methods (MAXIMUM POINT AMOUNT: 3) Interface with CMHC. (MAXIMUM POINT AMOUNT: 1) 	15		
<p>Proposal Price Ratio The lowest price receives the maximum points allowed. All other proposals receive a percentage of the (10) points available based on their price relationship to the lowest.</p> <p>The Price Ratio is determined by applying the following formula:*</p> $\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times 10 = \text{awarded points}$			
TOTALS			

*Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 10 points.

$$\frac{\$100,000}{\$125,000} = .80 \times 10 = 8 \text{ points}$$

(AxB) does not apply to Proposed Price Ratio

7.3 APPENDIX C
Compliance Checklist **Mandatory**

- | | | |
|--------------------------|--|--------------|
| <input type="checkbox"/> | Delivery Instructions and Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Executive Summary | Section 4.4 |
| <input type="checkbox"/> | Proponent's Qualifications | Section 4.5 |
| <input type="checkbox"/> | References | Section 4.6 |
| <input type="checkbox"/> | Project Samples | Section 4.7 |
| <input type="checkbox"/> | Response to Statement of Work | Section 4.8 |
| <input type="checkbox"/> | Project Management Plan | Section 4.9 |
| <input type="checkbox"/> | Pricing | Section 4.10 |
| <input type="checkbox"/> | Certificate of Submission | Appendix A |
| <input type="checkbox"/> | Verification as an Aboriginal Business | Appendix D |

APPENDIX D Certification of Verification as an Aboriginal Business Mandatory

1. I, *{Name of duly authorized representative of business}* hereby certify that *{Name of business}* meets, and shall continue to meet throughout the duration of the contract, the requirements qualify as an Aboriginal business as set out in the following definition, which I have read and understand.

A business may include a sole proprietorship, limited company, co-operative, partnership or not-for-profit organization.

An Aboriginal business must meet the following criteria:

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

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

Please check the applicable boxes in 2 and 3 below.

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

OR

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

3. The Aboriginal business or businesses have fewer than six full-time employees.

OR

The Aboriginal business or businesses have six or more full-time employees.

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

5. It is understood that the civil consequences of making an untrue statement in the solicitation documents, or of not complying with the requirements of section 1 above or failing to produce satisfactory evidence to CMHC regarding the requirements of section 1 above, may include: forfeiture of the security; retention of the holdback; disqualification of the business from

participating in future contracts under the CMHC Aboriginal Procurement Policy; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of section 1 above, CMHC may engage another contractor to complete the performance of the contract and any additional costs incurred by CMHC shall, upon the request of CMHC, be borne by the aforementioned business.

6. Date _____ Signature _____

Title (Duly authorized representative of business)

For: _____
(Name of Business)