



REQUEST FOR PROPOSAL

FOR

2017 CMHC Agency of Record

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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

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor (hereafter referred to as the “Proponent”) for the purpose of planning, developing and implementing a number of marketing campaigns targeting priority audience segments.

The requirement is delineated into three (3) streams of work:

Stream 1 – Advertising, Traditional and Digital

Stream 2 – Advertising, Traditional

Stream 3 – Advertising, Digital

Stream 1 encompasses all requirements of this RFP and it is CMHC’s preference to award 1 contract which meets all requirements. CMHC does recognize that some Proponents may be interested only in Stream 2 and/or Stream 3 and invites responses to those specific streams as stand-alone responses. Responses to Stream 1 will be evaluated first and only in the event that there is no successful proponent identified through that evaluation, responses for Stream 2 and 3 will be opened and evaluated.

The contract(s) will be for a period of one year with the potential for two, one-year renewal options at CMHC’s discretion.

The value of this service is not expected to exceed \$1,130,000.00 CDN, including all applicable taxes and fees, for the initial term. For multimedia campaigns, a maximum of 20% of the investment will be spent on agency management fees including media plan and execution as well as measurement and analysis. The remaining 80% is to be allocated to the media buy.

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 Families, Children and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jean-Yves Duclos.

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

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 Non-Research 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.

Date	Activities
November 18, 2016	Request for Proposal issued
November 30, 2016	Submission of questions deadline
December 12, 2016	Submission deadline
December 12 -31, 2016	Evaluation and selection of top 3 Proponents

January 3-6, 2016	Announcement of top 3 Proponents
January 16-20 2016	Pitch presentations
January, 2016	Announcement of successful Proponent
February 2016	Contract awarded
As Requested, March 2016	Debriefing to unsuccessful Proponents

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.

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.

The evaluation methodology in section 5 fully describes any environmental preferences associated with this procurement.

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 #201603841*** 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 Mandatory

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 201603841

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 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:

2:00 p.m. local Ottawa time, on Monday December 12, 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 or facsimile to the following:

Heather J Forsyth, Advisor, Procurement
FAX: (613) 748-5141
Email: hforsyth@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 60 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.

2.20 Shortlist

The evaluation procedure will include a shortlist of the top three scoring Proponents based on the stated criteria. The shortlisted Proponents will be asked to prepare a pitch presentation which will be scored by the evaluation committee and form part of the overall total score of each proponent's submission. CMHC expects that proponents invited to provide a pitch presentation will be given a scenario and will have approximately 45 minutes available. CMHC reserves the right to supply more information to those bidders who are shortlisted.

2.21 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.

2.22 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 person 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.

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

The statement of work comprises three (3) streams of work:

Stream 1 – Advertising, Traditional and Digital

- Development, consultation and execution of corporate and client focussed strategies
- Media planning and buying and optimization
- Development of analytics, tracking and measurement
- Content marketing

Stream 2 – Advertising, Traditional

- Development, consultation and execution of corporate and client focussed strategies
- Media planning, buying
- Development of analytics, tracking and measurement

Stream 3 – Advertising, Digital

- Development, consultation and execution of corporate and client focussed strategies
- Media planning, buying and optimization
- Development of analytics, tracking and measurement

Proponents may respond to one or more streams but must indicate clearly in their proposals the stream(s) to which they are responding. Responses for Stream 1 will be evaluated first. Responses for Stream 2 and Stream 3 will only be evaluated only if there is no successful

proponent identified in the evaluation of Stream 1 responses. The preferred approach is to contract one Proponent for all services

The selected Proponent shall provide bilingual professional advice and services. As a Crown corporation with various business lines, several targeted campaigns may run at various times, in some cases concurrently. The agency will be responsible for the integration of all projects with the goal of running efficient and cohesive national campaigns by maximizing the linkages between the individual strategies and corporate wide opportunities. Each targeted campaign will have specific audiences, and messaging that responds to the goals and objectives of the respective campaign. Priority audience segments for such campaigns include both industry (B2B) and consumers (B2C).

The services provided by the Proponent will range from the provision of strategic advice to creative services. The work will include but is not limited to the following:

- (a) Act as a strategic consultant to CMHC in all matters related to marketing, advertising, social media and branding campaigns. The Proponent will develop customised strategies to raise CMHC's profile as Canada's authority on housing and recommend ways to optimise CMHC's advertising budget, including the identification of the best media and sources to reach intended audiences and develop digital, traditional and social media campaigns.
- (b) The Proponent will also be called upon to provide a range of creative, production management and media services related to the creation, implementation, management and evaluation of campaigns such as social media optimization and interpretation of metrics followed by recommendations, etc.
- (c) Provide design, copy writing, editing, translation, layout and proofing services that are consistent with the corporate strategy and in accordance with advertising best practices (e.g. writing advertisements that are search engine optimised).
- (d) Arrange for, place and optimize advertisements in the selected media and venues in a cost-effective and timely manner and in accordance with the approved media plan. Provide post placement services to confirm advertisements and other related services were carried out as per approved media plan.
- (e) Evaluate and report on the effectiveness of advertisement and social media campaigns using proven and comprehensive methodology and metrics. At the end of the campaign, the Proponent will provide a full post campaign analysis including interpretation of metrics and strategic recommendations.
- (f) On the instruction of CMHC, negotiate net advertising rates, and advertisement position and other terms with all media within an established budget and ensure that CMHC receives the best cost for each insertion, the highest gross rating points (GRPs) and reach and frequency, within budget based on either net rates (as an accredited agency) or federal government rates, whichever is the lesser cost. The Proponent will also source and manage contracts with other media such as search engines, social media, outreach organisations and

niches sites. When appropriate, the Proponent will seek to negotiate added value from chosen media outlets – blogs, social media shares, etc.

- (g) The Proponent is required to designate a fully bilingual (English and French) National Account Representative to manage CMHC’s contract in a responsive and effective manner.
- (h) The Proponent will be required to report on the work performed for CMHC and provide CMHC with quarterly and annual reports outlining all services handled or dispensed during the year. The Proponent will be responsible for ensuring that invoices for advertisements and other related services are accurate. The Proponent will be responsible for ensuring that the work is performed according to the deliverables described in section 3.4.

3.4 Deliverables

Strategic Plan

The Proponent will act as a strategic consultant to CMHC in all matters related to marketing, branding, advertising and social media based on a comprehensive understanding of CMHC’s objectives/goals, needs and challenges, an analysis of the effectiveness of previous campaigns) as well as trends and best practices.

To ensure a comprehensive understanding of CMHC’s objectives/goals, needs and challenges, the Proponent will provide CMHC with a written annual strategic plan to be provided to CMHC on an agreed upon date. The strategic plan will include:

- A description of CMHC’s current positioning and market share;
- Results of the environmental scan. For example, research and identification of best practices and emerging trends;
- Customised strategies to ensure CMHC is well positioned in the market place;
- Recommendations on how CMHC can leverage its brand, optimise its current practices and budget over the next year;
- Recommend the best media opportunities to reach intended audiences;
- Propose metrics to evaluate the effectiveness of the coming year’s national campaign(s);
- Analysis of the effectiveness of previous year’s recruitment campaigns.

The Proponent will meet with CMHC staff on a regular basis (minimum of three times a year) to receive information on CMHC’s needs and concerns as well as share information on proposed plans and advertising best practices and trends.

Media Plan

- Research, identify and recommend the best media and venues to advertise to reach the target audience(s);
- Develop a cost-effective media plan including frequency, targeting parameters and placement.

- Submit a media plan to CMHC's representative (originator) within agreed upon timelines for approval;
- Collect and analyse data on the results achieved by the approved media plan;
- Report to CMHC on the effectiveness of the media plan

Ad Creation and Production Management Services

- Compose advertisement(s), in accordance with CMHCs policies, e.g., branding policy, and ad template, to target and entice the appropriate market(s);
- Provide design, copy writing, editing, translation, layout and proofing services that are consistent with best practices and the approved media plan;
- Submit all copy and layouts to CMHC's representative for the purpose of proofing and finalizing the advertisement prior to placement;
- Occasionally produce sets of creative for A/B testing.

Ad Placement

- Arrange for, place and optimize advertisements in the selected media and venues in a timely manner and in accordance with the media plan;
- Provide confirmation to CMHC representative that the advertisement has been placed in accordance with the media plan;
- Work collaboratively with CMHC teams and social media marketing reps to target, optimize and report on efforts,
- Submit proof of placement;
- Occasionally place sets of creative for A/B testing,
- Share access to social media advertising accounts in platform for monitoring and community management purposes (i.e. Facebook Business Manager, LinkedIn Marketing Solutions, etc.).

Evaluation

The Proponent shall:

- Develop media analytics and execute a tracking and measurement process;
- Monitor the various media tactics, analyze their effectiveness and propose modifications as required.

The Proponent shall provide CMHC with a written post-campaign analysis report within 10 days of campaign's end date.

Contract Administration Services

The Proponent shall appoint a fully bilingual National Account Representative to manage CMHC's contract. The National Account Representative will:

- Act as the central point of contact for all aspects of CMHC's contract, including billing and reporting;
- Report regularly to CMHC on matters of contract administration and implement any direction or instructions provided by CMHC.
- Manage provision of advertising services to CMHC and ensure the Proponent's compliance with the contract;
- Be accessible from 8:00 am to 5:00 pm Eastern time on business days;
- Ensure service requests received from CMHC are appropriately handled;
- Provide CMHC with quarterly and annual reports outlining all services handled or dispensed during the year;
- Work with CMHC to establish procedures to maximize the efficient administration of CMHC's contracts.
- Upon termination of the contract, provide transitional assistance as requested to allow for the transfer of services or work product to CMHC or another service provider.

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

- 4.3 Covering Letter
- 4.4 Table of Contents
- 4.5 Executive Summary
- 4.6 Proponent's Qualifications
- 4.7 Response to Statement of Work
- 4.8 Project Management Plan
- 4.9 Financial Information
- 4.10 Other 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 **Mandatory**

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

- (a) A description of the company or joint venture/consortium.
- (b) The names of the 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 **Mandatory**

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.

- Understanding of the scope of the overall project and steps to be taken to deliver on deliverables being sought.
- Previous experience in the development and execution of integrated national marketing campaign strategies – talent acquisition/recruitment and First Nation work considered an asset.
- Strategic media plan approach and methodology for the delivery of a twelve month campaign that effectively meets CMHC's objectives.
Demonstrate social media expertise from strategic direction to media buying and channel optimization.

4.7.1 Samples of Previous Work

- Additionally, the Proponent shall demonstrate its ability to provide the type of services required by CMHC as outlined in Section 3 by describing two (2) digital national global advertising campaigns including results and two (2) target audience specific social media campaigns using both organic and sponsored content including results developed, implemented, managed and evaluated in the past two years from the closing date of this RFP.

For each of the campaigns, please provide references including the following detail:

- identify the client;
- provide a client contact with contact information such as telephone number, e-mail address, etc.;
- provide the month and year that the campaign was developed;
- outline the role of the Proponent;
- outline the objective(s) and strategy of the campaign;
- identify the target audience(s);
- identify the media used and the rationale;
- provide samples of the advertisements (including banners) if possible;
- discuss any use of employer branding; and
- specify the metrics used to evaluate the effectiveness of the recruitment advertising campaign, the results achieved and the means used to capture the data;
- provide template of post-campaign analysis report.

4.8 Project Management Plan

Mandatory

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.

4.9 Financial Information

Mandatory

4.9.1 Credit Check

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

4.9.2 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.

4.10 Other

The Proponent may provide other relevant information here, but is not obligated to.

4.11 Pricing Proposal **Mandatory**

The Proponent must provide a response relative to the pricing of its proposed solution.

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.

The Proponent must submit a fixed (firm) price. In addition, the Proponent must submit pricing information that indicates how the fixed price was calculated, referencing the following:

Provision of strategic advice:

- Development of strategic advertising plan.
- Provision of recommendations to CMHC representatives on how to increase visibility
- Semi-annual meetings with CMHC representatives.

Creative, Production Management and Media Services:

- Development of media plan, including researching, identifying and recommending media and venues where ad should be placed to reach intended audiences.
- Creation of advertisements (i.e. design, copy writing, editing, translation, layout and proofing services).
- Ad placement services, including confirmation to CMHC representative that the advertisement has been placed as per the approved media plan.
- Post-campaign analysis report within 10 days of global campaign's end date.
- Paid social media optimization.

The Proponent agrees that it shall forward on to CMHC for reimbursement all expenses incurred for the provision of advertising services at cost without mark-up and including any discounts. Any media purchasing activity done on behalf of CMHC will be done on a fee for service basis

and all media buy discounts will be passed on to CMHC. CMHC does not pay commissions on advertising or advertising services.

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

4.12 Travel

All travel costs are to be included in the total price for the proposed solution. The Proponent is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under the resulting Agreement, unless otherwise agreed by CMHC. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the Proponent to perform the Work, and that are reasonable and comparable to costs allowed under CMHC Travel Policy, attached hereto as **Schedule "D"**.

Further process detail is outlined in Section 6, Proposed Contract, Article 3.4.

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". Once individual evaluations are complete, the Evaluation Committee will discuss and agree upon a final score for each proposal.

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

5.5 Technology Security Evaluation

When applicable and at CMHC's sole discretion, CMHC shall have the right to conduct an assessment of the contractor's security controls and frameworks (the "**Security Measures**"), which assessments may be carried out by CMHC itself or by a third party on behalf of CMHC. Should a lead Proponent be identified, CMHC may request the following information, within an agreed upon timeframe, to permit an analysis of the contractor's Security Measures:

1. Provide proof, to the satisfaction of CMHC of the contractor's implementation of one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent guideline for a **[To be determined based on Statement of Sensitivity results]**;
2. Provide proof, to the satisfaction of CMHC that an enhanced Threat and Risk Assessment has been conducted on the contractor's technology/infrastructure;
3. Provide proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the contractor's technology/infrastructure;
4. Provide CMHC with a "Security Controls Checklist" as detailed within one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent.

The contractor will be required to document how they have met or exceed the baseline safeguards.

The contractor may refine Security Measures as part of this process to ensure a sufficient amount of detail for their allocation of 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. Upon request from CMHC I&T Security Risk Management the lead contractor will provide assurance that security controls are being managed in accordance with a **[Sensitivity Level to be determined]** environment throughout the life of the Agreement. The contractor will be required to ensure that any additional safeguards have been implemented to address any risks residual risks identified by it or by CMHC.

5.6 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. The financial evaluation will be based on the information supplied by the Proponent as per Section 4.9 of this RFP.

5.7 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposal 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.

Announcement of the successful Proponent will be made to all Proponents following the signing of a contract.

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 _____

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 first year of the contract. Proponents' pricing provided to CMHC in their submission, will form part of the contract and must be fixed for one year 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.

Contracting party to choose version I or version II when contracting for services with a non-resident of Canada.

Version I

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.

Version II

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 Travel - All travel costs are included in the total contract value. The Contractor is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under this Agreement, unless otherwise agreed by CMHC. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the Contractor to perform the Work, that are reasonable and comparable to costs allowed under CMHC Travel Policy, attached hereto as **Schedule "C"**. In support of the travel costs included in the contract value, the Contractor is required to complete the Estimate Form attached hereto as **Schedule "D"** (or provide the information contained in the Estimate Form in another format) and provide it to the designated CMHC Authority for pre-approval. CMHC may, at its sole discretion, not reimburse the Contractor for the travel costs where the Contractor has not completed the Estimate Form and obtained a pre-approval. The Contractor must also provide appropriate receipts that are satisfactory to CMHC in support of travel costs.

3.5 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.

3.6 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.

3.7 All invoices, notices and requests for payment must make reference to this contract by quoting **CMHC file number** _____ 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 two 1-year periods, not to exceed a cumulative total of three (3) 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 person who have a need to know this information in order to perform the Work under the Contract.

Select A or B depending on Contract

A. 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.

B. 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 Final Report

- (a) Where a final report is to be prepared, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. More particularly,
 - (i) the body of the report shall include the main factual and analytical information and policy recommendations shall be separated to minimize potential restriction;
 - (ii) policy recommendations and supporting materials (bibliographies, data, etc.) shall be attached as appendices or separate monographs; and
 - (iii) the report shall stipulate that the copyright remains with CMHC.

- (b) The Contractor will supply,
 - (i) the unbound original manuscript from which the copies of the final report were made, in a form suitable for reproduction (215 x 280 mm, preferred size);
 - (ii) an executive summary of the main findings and recommendations of the final report;
 - (iii) an abstract describing the contents of the final report and the nature of the study in a form suitable for distribution to interested members of the housing field;
 - (iv) Six copies of the final report and of the executive summary, unless otherwise directed by CMHC;
 - (v) a computer disk or other media which CMHC may prescribe, in accordance with CMHC's computer installation standards; and
 - (vi) one copy of all material of which CMHC has ownership and publication rights in the form in which it was used by the author

4.25 Publication

- (a) CMHC

- (i) is under no obligation to publish all or part of the final report or its associated materials, reports, maps and other documents;
 - (ii) has the right to edit or publish the final report, in part or in its entirety;
 - (iii) shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication; and
 - (iv) may, at its discretion, delete references to the Contractor in the edited version of the final report.
- (b) Where the Contractor wishes to publish the final report or its associated materials, the Contractor
- (i) must request written permission from CMHC to publish all or part of the final report;
 - (ii) must request written permission from CMHC to use any materials, publications and reports associated with the final report;
 - (iii) must acknowledge the assistance of CMHC and, if requested by CMHC must include the following disclaimer:

“This project was funded (or: partially funded) by Canada Mortgage and Housing Corporation (CMHC), but the views expressed are the personal views of the author(s) and CMHC accepts no responsibility for them”; and
 - (iv) must clearly indicate on the published material that copyright remains with CMHC.

4.26 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.

4.27 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.

4.28 Insurance

A) Commercial General Liability Insurance

The Proponent will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$15,000,000 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
- personal injury and advertising injury **(including but not limited to: Infringement of Copyright, Patent, Trademark or Trade Secret)**
- property damage including completed operations
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability

insurance as detailed in the RFP).

A) **Professional (Errors & Omissions) Liability**

The Proponent will provide and maintain Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000. The policy will provide 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage shall include the Proponents, its employees and contract employees (if applicable) as named insured. The Proponent shall ensure that the policy is renewed continuously for a minimum period of **(3) years** following the expiration or early termination of this Agreement.

F) **Automobile Insurance**

The Proponent will provide and maintain Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000 Third Party Liability for all motor vehicles used by the Proponent in the performance of this Contract.

Other conditions

If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverage set out above.

All insurance policies required to be maintained by Proponent pursuant to this Section 4.28 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Proponent's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Section 4.28. In addition Proponent shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 4.28 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 4.28.

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 direction to grant or withhold its consent to a request to subcontract, the Proponent 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 Proponent to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. All insurance policies shall be provided and maintained by the Proponents at its own expense.

4.29 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.

4.30 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.

4.31 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

4.32 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**

_____	_____
_____	_____
_____	_____

SCHEDULE "A"

TERMS OF REFERENCE

1. Statement of Work

The statement of work comprises three (3) streams of work:

Stream 1 – Advertising, traditional and digital

- Development, consultation and execution of corporate and client focussed strategies
- Media planning and buying and optimization
- Development of analytics, tracking and measurement
- Content marketing

Stream 2 – Advertising, traditional

- Development, consultation and execution of corporate and client focussed strategies
- Media planning, buying
- Development of analytics, tracking and measurement

Stream 3 – Advertising, digital

- Development, consultation and execution of corporate and client focussed strategies
- Media planning, buying and optimization
- Development of analytics, tracking and measurement

The selected Proponent shall provide bilingual professional advice and services. As a Crown corporation with various business lines, several targeted campaigns may run at various times, in some cases concurrently. The agency will be responsible for the integration of all projects with the goal of running efficient and cohesive national campaigns by maximizing the linkages between the individual strategies and corporate wide opportunities. Each targeted campaign will have specific audiences, and messaging that responds to the goals and objectives of the respective campaign. Priority audience segments for such campaigns include both industry (B2B) and consumers (B2C).

The services provided by the Proponent will range from the provision of strategic advice to creative services. The work will include but is not limited to the following:

- (i) Act as a strategic consultant to CMHC in all matters related to marketing, advertising, social media and branding campaigns. The Proponent will develop customised strategies to raise CMHC's profile as Canada's authority on housing and recommend ways to optimise CMHC's advertising budget, including the identification of the best media and sources to reach intended audiences and develop digital, traditional and social media campaigns.
- (j) The Proponent will also be called upon to provide a range of creative, production management and media services related to the creation, implementation, management and evaluation of campaigns such as social media optimization and interpretation of metrics followed by recommendations, etc.
- (k) Provide design, copy writing, editing, translation, layout and proofing services that are consistent with the corporate strategy and in accordance with advertising best practices (e.g. writing advertisements that are search engine optimised).
- (l) Arrange for and place advertisements in the selected media and venues in a cost-effective and timely manner and in accordance with the approved media plan. Provide post placement services to confirm advertisements and other related services were carried out as per approved media plan.
- (m) Evaluate and report on the effectiveness of advertisement and social media campaigns using proven and comprehensive methodology and metrics. At the end of the campaign, the Proponent will provide a full post campaign analysis including interpretation of metrics and strategic recommendations.
- (n) On the instruction of CMHC, negotiate net advertising rates, and advertisement position and other terms with all media within an established budget and ensure that CMHC receives the best cost for each insertion, the highest gross rating points (GRPs) and reach and frequency, within budget based on either net rates (as an accredited agency) or federal government rates, whichever is the lesser cost. The Proponent will also source and manage contracts with other media such as search engines, social media, outreach organisations and niches sites. When appropriate, the Proponent will seek to negotiate added value from chosen media outlets – blogs, social media shares, etc.
- (o) The Proponent is required to designate a fully bilingual (English and French) National Account Representative to manage CMHC's contract in a responsive and effective manner.
- (p) The Proponent will be required to report on the work performed for CMHC and provide CMHC with quarterly and annual reports outlining all services handled or dispensed during the year. The Proponent will be responsible for ensuring that invoices for advertisements and other related services are accurate. The Proponent will be responsible for ensuring that the work is performed according to the deliverables described in section 3.4.

2. Deliverables

Strategic Plan

The Proponent will act as a strategic consultant to CMHC in all matters related to marketing, branding, advertising and social media based on a comprehensive understanding of CMHC's needs and challenges, an analysis of the effectiveness of previous campaigns) as well as trends and best practices.

To ensure a comprehensive understanding of CMHC's needs and challenges, the Proponent will provide CMHC with a written annual strategic plan to be provided to CMHC on an agreed upon date. The strategic plan will include:

- A description of CMHC's current positioning and market share;
- Results of the environmental scan. For example, research and identification of best practices and emerging trends;
- Customised strategies to ensure CMHC is well positioned in the market place;
- Recommendations on how CMHC can leverage its brand, optimise its current practices and budget over the next year;
- Recommend the best media to reach intended audiences;
- Propose metrics to evaluate the effectiveness of the coming year's national campaign(s);
- Analysis of the effectiveness of previous year's recruitment campaigns.

The Proponent will meet with CMHC staff on a regular basis (minimum of three times a year) to receive information on CMHC's needs and concerns as well as share information on proposed plans and advertising best practices and trends.

Media Plan

- Research, identify and recommend the best media and venues to advertise;
- Develop a cost-effective media plan to reach the target audience(s);
- Submit a media plan to CMHC's representative (originator) within agreed upon timelines for approval;
- Collect and analyse data on the results achieved by the approved media plan;
- Report to CMHC on the effectiveness of the media plan

Ad Creation and Production Management Services

- Compose advertisement(s), in accordance with CMHCs policies, e.g., branding policy, and ad template, to target and entice the appropriate market(s);
- Provide design, copy writing, editing, translation, layout and proofing services that are consistent with best practices and the approved media plan;
- Submit all copy and layouts to CMHC's representative for the purpose of proofing and finalizing the advertisement prior to placement.

Ad Placement

- Arrange for and place advertisements in the selected media and venues in a timely manner and in accordance with the media plan;
- Provide confirmation to CMHC representative that the advertisement has been placed in accordance with the media plan;
- Submit proof of placement.

Evaluation

The Proponent shall:

- Develop media analytics and execute a tracking and measurement process;
- Monitor the various media tactics, analyze their effectiveness and propose modifications as required.

The Proponent shall provide CMHC with a written post-campaign analysis report within 10 days of campaign's end date.

3. Contract Administration Services

The Proponent shall appoint a fully bilingual National Account Representative to manage CMHC's contract. The National Account Representative will:

- Act as the central point of contact for all aspects of CMHC's contract, including billing and reporting;
- Report regularly to CMHC on matters of contract administration and implement any direction or instructions provided by CMHC.
- Manage provision of advertising services to CMHC and ensure the Proponent's compliance with the contract;
- Be accessible from 8:00 am to 5:00 pm Eastern time on business days;
- Ensure service requests received from CMHC are appropriately handled;
- Provide CMHC with quarterly and annual reports outlining all services handled or dispensed during the year;
- Work with CMHC to establish procedures to maximize the efficient administration of CMHC's contracts.
- Upon termination of the contract, provide transitional assistance as requested to allow for the transfer of services or work product to CMHC or another service provider.

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 the following schedule:

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 (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.

APPENDIX B

7.2 Evaluation Table

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<p><u>Proponent’s Qualifications</u> (Section 4.6)</p> <ul style="list-style-type: none"> • Description of the firm • Demonstrated experience providing advertising services • Demonstrated experience providing social media services • Resumes and job descriptions • List of references • How the firm plans on ensuring delivery of services in both languages • 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? • Demonstrated experience with First Nation Communities an asset • Demonstrated experience with Newcomers to Canada an asset • Demonstrated experience with talent acquisition/recruitment advertising as asset • Demonstrated experience with Federal Government/Crown Corporations an asset 	10		70	

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<p><u>Response to Statement of Work</u> (Section 4.7)</p> <ul style="list-style-type: none"> ▪ Demonstrated understanding of the scope of work and relevant agency experience. ▪ Understanding of the scope of the overall project and steps to be taken to deliver on deliverables being sought. ▪ Previous experience in the development and execution of integrated national marketing campaign strategies – talent acquisition/recruitment and First Nation work considered an asset. ▪ Strategic media plan approach and methodology for the delivery of a twelve month campaign that effectively meets CMHC’s objectives. ▪ Demonstrate social media expertise from strategic direction to media buying and optimization. 	35		245	
<p><u>Samples of Previous Work</u> (Section 4.7.1)</p> <ul style="list-style-type: none"> • Description of two (2) digital national global advertising campaigns including results • Description of two (2) social media campaigns using both organic and sponsored content including results <p>Campaigns are to have been developed, implemented, managed and evaluated in the past two years from the closing date of this RFP.</p>	15		105	

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
Project Management Plan (Section 4.8) <ul style="list-style-type: none"> • Project Management approach • Quality Control methods and mechanisms • Status Report methodology • Work Schedule • Interface with CMHC, points, mechanisms, resolution process 	10		70	
Pricing Proposal (Section 4.11) Fee Structure for following services: <ul style="list-style-type: none"> • Provision of strategic advice • Creative development (creative direction, layout, coordination etc.) • Production management • Media planning (planning, research, negotiation, coordination, etc.) • Copy writing (including translation) 	30			
TOTALS	100			
Pitch Presentation	Yes	No		

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 4.7
<input type="checkbox"/>	Financial Information	Section 4.9
<input type="checkbox"/>	Pricing Proposal	Section 4.11
<input type="checkbox"/>	Proposed Contract	Section 6
<input type="checkbox"/>	7.1 Certificate of Submission	(Section 7 Appendices, Appendix A)