

REQUEST FOR PROPOSAL

FOR

doccentre Services

1. Design Services
2. Centralized Printing, Finishing, Digitization and Distribution Services

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|--|---|
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Table of Contents

| | | |
|----------|--|-----------|
| 1 | SECTION 1 GENERAL INFORMATION | 1 |
| 1.1 | OVERVIEW | 1 |
| 1.2 | INTRODUCTION AND SCOPE..... | 1 |
| 1.3 | CMHC BACKGROUND | 1 |
| 1.4 | PURPOSE OF REQUEST FOR PROPOSAL..... | 2 |
| 1.5 | SERVICE PROVIDERS DATABASE..... | 2 |
| 1.6 | SCHEDULE OF EVENTS..... | 2 |
| 1.7 | MANDATORY REQUIREMENTS..... | 3 |
| 1.8 | THE ENVIRONMENT..... | 3 |
| 1.9 | PROONENT FEEDBACK..... | 4 |
| 1.10 | DIRECT DEPOSIT AND INCOME TAX REPORTING REQUIREMENT..... | 4 |
| 2 | SECTION 2 SUBMISSION INSTRUCTIONS | 5 |
| 2.1 | OVERVIEW | 5 |
| 2.2 | CERTIFICATE OF SUBMISSION MANDATORY | 5 |
| 2.3 | DELIVERY INSTRUCTIONS AND DEADLINE..... | 5 |
| 2.3.1 | Submission Deadline MANDATORY..... | 6 |
| 2.4 | INQUIRIES..... | 6 |
| 2.5 | COMMUNICATION..... | 7 |
| 2.6 | PROONENT CONTACT | 7 |
| 2.7 | OFFERING PERIOD MANDATORY..... | 7 |
| 2.8 | CHANGES TO PROPOSALS..... | 7 |
| 2.9 | MULTIPLE PROPOSALS..... | 8 |
| 2.10 | ACCEPTABLE ALTERNATIVE..... | 8 |
| 2.11 | NO LIABILITY..... | 8 |
| 2.12 | VERIFICATION OF PROPOSALS | 8 |
| 2.13 | OWNERSHIP OF RESPONSES | 8 |
| 2.14 | PROPRIETARY INFORMATION | 9 |
| 2.15 | CORPORATION IDENTIFICATION | 9 |
| 2.16 | DECLARATION WITH RESPECT TO GRATUITIES..... | 9 |
| 2.17 | CONFLICT OF INTEREST..... | 10 |
| 2.18 | DECLARATION WITH RESPECT TO BID RIGGING AND COLLUSION..... | 10 |
| 2.19 | SECURITY CLEARANCE | 10 |
| 2.20 | SHORTLIST..... | 11 |
| 2.21 | PROONENTS' SITE VISIT MANDATORY | 11 |
| 2.22 | JOINT VENTURE RESPONSES | 11 |
| 2.23 | NON-DISCLOSURE OF CMHC INFORMATION..... | 12 |
| 2.24 | FACILITY INSPECTION..... | 13 |
| 3 | SECTION 3 STATEMENT OF WORK..... | 14 |
| 3.1 | OVERVIEW | 14 |
| 3.2 | MANDATORY REQUIREMENTS..... | 14 |
| 3.3 | STATEMENT OF WORK OVERVIEW | 14 |
| 3.4 | RFP OBJECTIVES | 15 |
| 3.5 | STATEMENT OF REQUIREMENTS..... | 15 |
| 3.5.1 | In Scope..... | 15 |
| 3.5.2 | Out of Scope..... | 15 |
| 3.5.3 | Service Levels | 15 |
| 3.5.4 | Functional and Technical Requirements..... | 16 |

3.5.5 Governance and Relationship Management.....16

3.5.6 Key Personnel MANDATORY.....16

3.5.7 The Account Manager MANDATORY.....16

3.5.8 Operations Manager MANDATORY.....17

3.5.9 Escalation of Issues.....17

4 SECTION 4 PROPOSAL REQUIREMENTS..... 18

4.1 OVERVIEW18

4.2 MANDATORY PROPOSAL REQUIREMENTS.....18

4.3 COVERING LETTER MANDATORY.....18

4.4 TABLE OF CONTENTS MANDATORY.....18

4.5 EXECUTIVE SUMMARY MANDATORY.....19

4.6 PROPONENT’S QUALIFICATIONS MANDATORY.....19

4.7 RESPONSE TO STATEMENT OF WORK AND RATED REQUIREMENTS MANDATORY.....20

4.8 FINANCIAL INFORMATION.....29

4.9 OTHER INFORMATION.....30

4.10 PRICING PROPOSAL MANDATORY.....30

5 SECTION 5 EVALUATION AND SELECTION..... 31

5.1 OVERVIEW31

5.2 LIMITATION OF DAMAGES.....31

5.3 EVALUATION TABLE.....31

5.4 EVALUATION METHODOLOGY.....31

5.5 TECHNOLOGY SECURITY EVALUATION.....32

5.6 FINANCIAL EVALUATION.....33

5.7 PROPONENT SELECTION.....33

6 SECTION 6 DRAFT AGREEMENT 34

6.1 OVERVIEW34

6.2 DRAFT AGREEMENT.....34

APPENDIX A - CERTIFICATE OF SUBMISSION..... 65

APPENDIX B-2 - EVALUATION TABLE 68

APPENDIX C - RFP SCHEDULES 69

APPENDIX D - COMPLIANCE CHECKLIST 70

1 SECTION 1 GENERAL INFORMATION

1.1 Overview

The purpose of this section is to provide general information about Canada Mortgage and Housing Corporation (CMHC) and this Request for Proposal (RFP). All capitalized terms in this document have the meaning ascribed to them within the RFP document, the draft agreement, or in certain cases, are terms that are in commonly usage at CMHC.

Interested Proponents must complete the Non-Disclosure Agreement, attached as Schedule #1, and return to cattia@cmhc-schl.gc.ca prior to receiving the full package of Schedules.

1.2 Introduction and Scope

CMHC wishes to enter into an **Agreement** with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of:

- Workstream 1 - Design Services, and;
- Workstream 2 - Centralized Printing, Finishing, Digitization and Distribution Services.

CMHC wishes to enter into an **Agreement** with:

- I. Multiple vendors (hereafter referred to as “Proponent(s)”) for Workstream 1 - Design Services; up to a maximum of three (3) service providers, that will compliment a core internal CMHC Design Services team
- II. A primary vendor (hereafter referred to as “Proponent(s)”) for the purposes of providing Workstream 2 - Centralized Printing, Finishing, Digitization and Distribution

The agreements for I) Design Services will have an initial term of three (3) years, with the potential for two (2) one-year renewals, not to exceed a cumulative total of five (5) years.

The agreement for II) Centralized Printing, Finishing, Digitization and Distribution will have an initial term of five (5) years, with the potential for two (2) subsequent one-year renewals, not to exceed a cumulative total of seven (7) years.

By issuing this RFP and accepting proposals, CMHC assumes the obligation of conducting the process in a fair and transparent manner. CMHC has no obligation to procure any services, or to compensate any proponent for work done other than as may be set out in a written contract with that proponent.

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 1,000 employees located at its National Office at 700 Montreal Road, Ottawa, ON and 1,000 employees at various Business Centres throughout Canada. The Business Centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories, as outlined in Schedule 6 – CMHC Office Locations.

1.4 Purpose of Request for Proposal

CMHC uses an 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. By submitting a proposal, proponents agree to be bound by the terms of this RFP, and the terms of the proposal that they submit.

In this RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing best value to CMHC with respect to its requirements.

1.5 Service Providers Database

CMHC utilizes the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC source list.

All proponents **must** be registered with **Public Works and Government Services Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by this registration must be included with your proposal. If you are not registered, and you wish to do so, you may access (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148.

1.6 Schedule of Events

The following schedule summarizes significant target dates for the RFP process. These dates are objectives only, and they may be changed by CMHC at its sole discretion. They shall not be considered terms or conditions under which the RFP will be conducted.

| Date | Activities |
|------------------|-----------------------------|
| November 8, 2017 | Request for Proposal issued |

| | |
|--------------------|--|
| November 15, 2017 | Mandatory Site visit (Only if submitting proposal for Workstream 2 - Centralized Printing, Finishing, Digitization and Distribution) |
| November 24, 2017 | Submission of Questions Deadline |
| December 1, 2017 | CMHC Response to Questions; Final Distribution of any Additional Information |
| December 21, 2017 | Submission Deadline |
| January 2018 | Evaluation and Short Listing of Proponents |
| February 5-9, 2018 | Oral presentations of shortlisted Proponents |
| February 16, 2018 | Selection Lead Proponent(s) |
| March 2018 | As requested, debriefing to unsuccessful proponents |
| May 2018 | Agreement award and finalization with lead proponent |

1.7 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. Compliance with mandatory requirements will be assessed by CMHC in its sole discretion.

A mandatory requirement is defined as:

- a minimum standard that a proposal must meet in order to be considered for further evaluation;
- a requirement that must be met in order for the proponent to substantially comply with the requirements of the RFP; and
- a term that must be included in any Agreement that results from the RFP

Mandatory requirements are identified in:

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

Caution: Proposals which fail, in the reasonable discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. Notwithstanding the foregoing, CMHC reserves the right to waive or revise any mandatory requirements during the RFP process if a waiver or revision is necessary to meet the CMHC's intent in issuing the RFP, or to ensure that CMHC receives best value from the process. In the event that CMHC elects to waive a mandatory requirement, all proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals as noted in section 2.4.

1.8 The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are each given consideration in the RFP

process to help 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 describes any environmental preferences associated with this procurement.

1.9 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether it be positive or negative. 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 an Agreement has been executed or the RFP process has been terminated.

Proponents wishing to provide feedback may submit comments labeled as ***Proponent Feedback RFP # 201703030*** to the name and address provided in Section 2.4.

Any proponent who notes a material flaw in the RFP that could prevent the process from being conducted in a fair and objective manner, or that could prevent CMHC from receiving best value from the process, is asked to report the flaw to CMHC as soon as possible, using the inquiry process specified in Section 2.4

1.10 Direct Deposit and Income Tax Reporting Requirement

All payments and transfers of funds under any resulting contract will be made by means of EFT direct deposit, unless an exception is requested in the proposal and is approved prior to execution of a contract.

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and its associated regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. Proponents are therefore required to provide the necessary information, including the proponent's social insurance number and/or corporate identification number, with their proposals in order to allow CMHC to complete the T1204 supplementary slip. The lead proponent will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to the commencement of the term of any resulting agreement. Throughout the term, the Contractor will be required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for and indemnifies CMHC from and against any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview

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 a Mandatory Compliance Checklist as Appendix D to the RFP. The Checklist is provided for the benefit of proponents prior to submission of their proposals, to help them ensure that they have complied with all mandatory requirements. Non-compliance with a mandatory requirement will result in the proposal being eliminated from further consideration.

2.2 Certificate of Submission

MANDATORY

The Certificate of Submission, attached as Appendix A, summarizes some of the mandatory requirements set out in the RFP. As noted in Section 1.7, it is also a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the proponent.

Should a proponent not include the signed Certificate of Submission with its proposal, the proponent will be notified by CMHC and will have 48 hours from the time of notification to meet this requirement.

2.3 Delivery Instructions and Deadline

Delivery Instructions and Deadline by EBID

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 a failure to deliver a proposal to CMHC are borne by the proponent. CMHC will not assume those risks or responsibilities under any circumstances.

The time of delivery for the purposes of this section is deemed to be the time recorded by the CMHC system receiving the proposal, and not the time the proposal was sent by the proponent.

Please be advised that EBID has a size limitation 10 MB. It is advisable and recommended that Proponents submit larger proposals in multiple smaller files.

Upon receipt of proposals, an automated confirmation will be issued by EBID 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, as they assume the risk of delays in transmission and receipt.

Address for Delivery

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

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: RFP, file # 201703030.

Format

Proposals may be submitted in MS Word or Adobe Acrobat PDF.

Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC and will not be considered.

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 verification 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 a version that can be opened within 2 hours of notification.

2.3.1 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 December 21, 2017

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

2.4 Inquiries

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

cattia@cmhc-schl.gc.ca

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

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

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

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

2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual proponent in order to obtain clarification of its submission, including clarification of the scope of services offered. Any such communication is limited to clarification purposes only, and proponents will not be allowed to revise their proposal during this process.

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

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, shall remain valid and binding on the proponent until such time as an Agreement is negotiated and executed, not to exceed one hundred and twenty (120) days following the closing date.

2.8 Changes to Proposals

Changes to a proposal are permitted, provided that they are received as an addendum to, or clarification of, a previously submitted proposal, or as a new proposal that replaces and supersedes the proposal that was previously submitted.

Any 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. Where the new proposal is intended to replace all

or part of an earlier proposal, it must be accompanied by a clear statement specifying the sections of the earlier proposal that are replaced by the new proposal.

2.9 Multiple Proposals

Proponents interested in submitting more than one proposal for consideration may do so, provided that each proposal independently complies with the instructions, terms and conditions of this RFP.

2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted as an addendum to a proposal.

Where the alternative proposal relates to a mandatory requirement, the alternative must meet that requirement.

2.11 No Liability

While CMHC has made considerable efforts to ensure that the information in this RFP is accurate and complete, it is possible that errors may exist. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. CMHC will have no liability of any kind to proponents for losses or damages arising from any errors that may be found in the RFP, regardless of how the errors are caused. Proponents remain obliged to make their own investigation of relevant information and to form their own opinions and conclusions in respect of the matters addressed in this RFP.

By submitting a proposal, proponents waive any claim or cause of action that they may have against CMHC or its representatives as a result of the conduct of this RFP process or any resulting contract award, except insofar as they have proof of willful misconduct on the part of CMHC or its representatives. Proponents agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFP or any resulting contract award. This section is intended to be a complete waiver of the proponent's right to claim damages subject to the limited exception noted above.

2.12 Verification of Proposals

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

2.13 Ownership of Responses

All proposals and related materials become the property of CMHC upon submission and CMHC shall have all intellectual property rights in those proposals and materials. Proposals and related materials will not be returned to proponents. Proponents are not

entitled to any compensation for any work related to, or materials supplied in the preparation of their proposals.

The proponent warrants that the proponent possesses all rights necessary to satisfy this requirement. The proponent hereby certifies that it has waived, or has obtained a waiver in favor of CMHC of, all moral rights in the proposal and related materials, and hereby assigns all rights in the material, as provided for in the law of copyright. The proponent agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and the waiver of moral rights therein.

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal which are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**". Proprietary and confidential markings shall be included beside **each item or at the top of each page containing information that the proponent wishes to protect from disclosure**.

CMHC will take steps to protect proponents' documents and information so marked from disclosure. Notwithstanding the foregoing, CMHC shall have no liability of any kind to proponents based on the inadvertent or unintentional disclosure of proprietary information.

Proponents are further advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. In certain specific circumstances, information submitted to CMHC by third parties may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible, CMHC will make efforts to advise the proponent of the required disclosure prior to releasing the information.

2.14 Proprietary Information

Information about CMHC that is contained in this RFP document is to be considered proprietary information of CMHC. It is made available for the sole purpose of providing proponents with sufficient information to prepare responses to the RFP. Proponents and other readers of this document may not make any other use of information contained in the RFP.

2.15 Corporation Identification

Proponents agree that they will not make any use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

2.16 Declaration with respect to Gratuities

By submitting a proposal, the proponent certifies that no representative of the proponent, or any individual or entity associated with the proponent has offered or given a gratuity (e.g. an entertainment or gift) or other benefit to any CMHC employee, Board

member or Governor-in-Council appointee with the intention of obtaining favorable treatment from CMHC.

2.17 Conflict of Interest

The proponent and its principals, employees and agents shall avoid any real, potential or apparent conflict of interest during the RFP process, and upon becoming aware of a real, potential or apparent conflict, shall immediately declare the conflict to CMHC. The proponent shall then, upon direction of CMHC, take steps to eliminate the conflict, potential conflict or perception that a conflict of interest exists.

The successful proponent must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the proponent's duties to that third party and the proponent's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the proponent from consideration under the RFP or to terminate the resulting agreement. Upon such elimination or termination, CMHC shall have no obligation of any nature or kind to the proponent.

2.18 Declaration with respect to Bid Rigging and Collusion

By 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 twenty working days, but may take up to 6 months, depending on the circumstances and level of clearance required.

If they are not security cleared, the proponent or its employees will require an escort by a CMHC employee if required to access CMHC premises and will not be granted access to CMHC information and systems or any confidential information. Where the required security clearance is not granted to an individual, CMHC will have the right to exclude that individual from performing the services outlined in this RFP. The failure of an individual to obtain security clearance shall not relieve the successful proponent from any of its obligations under this RFP and any resulting agreement.

2.20 Shortlist

The evaluation procedure may include the development of a shortlist of the highest-ranked proponents in order that CMHC can gather additional information and conduct further evaluation of the proposals. The selection of shortlisted proposals will be based on the criteria outlined in *Section 4* of the RFP. Shortlisted proponents may be asked to prepare a presentation, supply demonstration equipment and/or provide additional information prior to the final selection. Further information will be provided to the shortlisted proponents. CMHC reserves the right to supply additional information to those bidders who are shortlisted for the purpose of evaluating their proposals.

2.21 Proponents' Site Visit

MANDATORY

THE SITE VISIT APPLIES ONLY TO PROPONENTS WHO ARE SUBMITTING A PROPOSAL FOR WORKSTREAM 2 – CENTRALIZED PRINTING, FINISHING, DIGITIZATION AND DISTRIBUTION.

It is mandatory that the proponent visit the site and examine the existing conditions and the scope of the work proposed in the RFP.

The site visit will be held at 6:00 pm EST on Wednesday, November 15, 2017 at 700 Montreal Road, Ottawa, ON. The proponent must send confirmation of attendance. Proponents are to provide CMHC, via email to the contact person provided in Section 2.4., the following information:

- (a) name of the company;
- (b) name(s) of the person(s) who will be attending; and
- (c) contact phone number.

Proponents who, for any reason, cannot attend at the specified date and time will not have an alternative opportunity to view the site. Proposals from proponents that do not attend the site visit will be rejected as non-compliant.

2.22 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed roles and responsibilities of each party participating in the joint venture, and must provide a detailed description of the proposed joint venture business arrangement. The description must, at a minimum, list the companies involved, indicate how long the business arrangement has been (or will be) in existence, outline the goods or service(s) that each respective party would be providing and describe the proposed roles and responsibilities of each party.

The proponent shall designate one of the entities participating in the joint venture as the contact person for the purpose of this RFP process. All communications between the proponent and CMHC will be directed through the contact person.

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

2.23 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information, which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of by CMHC in order to complete this RFP process and to fulfill the requirements of any resulting agreement. Without limiting the generality of the foregoing, CMHC Information includes information held in any format and information provided directly, indirectly to the proponent.

The proponent understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive, unless otherwise specifically agreed to in writing by CMHC. The proponent agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to prepare the proponent's response to this RFP, or perform the work or services under any resulting agreement.

The proponent further 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 proponent 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 by physical or electronic means; 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 proponent 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 proponent 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, act in good faith to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance

in order for CMHC to take appropriate legal action against disclosure, and ensuring that disclosure is strictly limited to the information lawfully requested.

2.24 Facility Inspection

CMHC reserves the right to inspect the Proponents' facilities at any point in the RFP processes to ensure that the Proponent meets the criteria listed in this RFP.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview

This section of the RFP is intended to provide the proponent with the information necessary to develop a responsive 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 D.

3.3 Statement of Work Overview

There are 2 available scope Workstreams within this RFP:

- 1. Design Services**
- 2. Centralized Printing, Finishing, Digitization and Distribution Services**

Proponents can bid on Workstream 1 only, Workstream 2 only, or both 1 and 2. Proponents who respond to this RFP for only scope Workstream 1 or 2, will NOT be disadvantaged from a proponent who responds to both Workstream 1 and Workstream 2. The scope of each is very distinct.

This document Statement of Work (SOW), including Workstream 1 and Workstream 2, is comprised of the following Statement of Requirements and the detailed **Schedule #3 - Service Responsibility Matrix (SRM)**. The SRM lists the service provider's and CMHC's responsibilities in each of the following areas:

1. Design Services
2. Centralized Printing, Finishing and Digitization Services
3. Distribution Services
4. Service Management
5. Related Human Resource Oversight
6. IT Data Requirements

The successful service provider(s) who secure the services in Schedule #3 - SRM:

1. Design Services will be responsible for areas 1, 4, 5 and 6
2. Centralized Printing, Finishing, Digitization and Distribution Services will be responsible for areas 2, 3, 4, 5 and 6

The CMHC Business Services Group would like to select experienced service provider(s) to manage a portfolio of Design Services and Centralized Printing, Finishing, Digitization and Distribution Services. The current contract expires in August 2018, after ten (10) years with one primary service provider. A primary objective is to position the organization for future scalability and flexibility with providers who have demonstrated expertise in the Workstream(s). CMHC's current services and volumes are described in Schedule #2 Current State Assessment. Proponent's proposed solution should outline a service delivery model (either onsite or offsite or a combination of both) that is suited to meet all of the requirements and service levels outlined in this RFP.

Establishing a contractual arrangement with service providers is critical to meeting business objectives by aligning people, processes, technology and services to deliver value through the efficient integration of resources (time, people and money). CMHC expects the proponent to have broad expertise under the Workstream(s), have scale to be flexible to changing business requirements and to provide cost effective services.

3.4 RFP Objectives

- Provide value for money, quality of service, innovation, flexibility, and cost savings in the provision of professional doccentre services.
- Implement a consistent approach to doccentre services resulting in efficiency opportunities.
- Establish a clear pricing model for all services.
- Implement Service Levels, with remedies for missed critical performance indicators.
- Responsiveness to issues and new services.
- Maximize the market place provider landscape to access leading Design and Graphics capabilities.
- Obtain scalability when required vs a fixed service provider resource pool that is billable irrespective of the monthly workload.
- Execute a multi-year master services agreement for sourcing the prescribed services with appropriate service provider(s).

3.5 Statement of Requirements

3.5.1 In Scope

The Service Provider(s) will be responsible for delivering the Services as described in the Services Responsibility Matrix (Schedule #3) for the in scope services as described in the Current State Assessment (Schedule #2).

3.5.2 Out of Scope

The Service Provider will not provide any Out of Scope services under the same resulting agreement, unless mutually agreed by both parties.

3.5.3 Service Levels

CMHC expects the successful Proponent to provide a consistent, agreed upon level of service. It is the basis for a successful relationship and a continual guide for establishing reasonable and concrete expectations and measuring, monitoring and reporting the Proponent's performance in delivering against the stated In Scope Services. We expect to review service levels frequently and will look for service levels to be managed within agreed upon performance targets. The Service Levels are drafted in the Service Level Requirements (Schedule #4). Service Level Remedies for missed Critical Performance Indicators (CPIs) will apply as described in the Remedies matrix in the Service Level Requirements.

3.5.4 Functional and Technical Requirements

The functional and technical requirements to be met for this RFP have been incorporated into the Services Responsibility Matrix (Schedule #3). This lists the responsibilities for the Proponents to incorporate into this proposal response and will become a Schedule to the contracted SOW to be completed with the final selected Proponent(s). CMHC's Technology Environment is described in Schedule 7 and must be factored into any proposed solution.

3.5.5 Governance and Relationship Management

It is the responsibility of the successful Proponent to manage the day-to-day operation and to work with the CMHC Manager and other designated CMHC staff to resolve any issues that may arise in the course of the contract.

The successful Proponent shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, certificates, insurance, and pre-employment screenings to accomplish services as described and required in this SOW. The Contractor shall perform to the standards required in this SOW and will be expected to work closely with CMHC representatives throughout the duration of the Contract.

3.5.6 Key Personnel

MANDATORY

The Proponent shall identify the Key Personnel, who will be responsible for managing oversight of the contract, as part of the proposal response by submitting Key Personnel Resumes clearly detailing the individuals' qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below. The Proponent will identify the Key personnel as part of the proposal response.

3.5.7 The Account Manager

MANDATORY

The Proponent must appoint an Account Manager who will meet with CMHC representatives on a semi-annual basis, or more frequently at CMHC's request, in order to facilitate the ongoing management of the contract, and will meet with CMHC representatives on an as-needed and requested basis in the event of emergency situations and/or other requirements. The Account Manager must have the authority to act on behalf of the Contractor in all matters pertaining to the daily administration of the contract.

The Account Manager must have substantial and credible business management experience that demonstrates the individual's capacity to effectively manage a Contract of the size and scope described in this SOW.

The Account Manager shall have the authority to accept all correspondence on behalf of the Contractor and will have the overall responsibility for ensuring that the Contractor's work force complies at all times with the contract requirements.

3.5.8 Operations Manager

MANDATORY

The Operations Manager works closely with the Account Manager and with CMHC representatives and is responsible for the day-to-day administration and successful implementation of the services. The Operations Manager provides direct administrative management and supervision of all staff. The Operations Manager shall have a thorough knowledge and understanding of the operation.

The Operations Manager is responsible to ensure a high level of service is maintained at all times through provision of on-going appropriate training and familiarization programs, ensuring personnel are aware of the content of operating procedures as well as other work related responsibilities.

The Operations Manager shall have proven experience in all support functions described above.

3.5.9 Escalation of Issues

The Operations Manager and Account Manager will work with CMHC Management to address issues in a timely manner. Where issues cannot be resolved, the Service Delivery Account Executive (or service provider equivalent role) and CMHC Director will be consulted.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview

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

Response Item

| # | Item |
|------|---|
| 4.3 | Covering Letter |
| 4.4 | Table of Contents |
| 4.5 | Executive Summary |
| 4.6 | Proponent's Qualifications |
| 4.7 | Response to Statement of Work and Rated Requirement questions |
| 4.8 | Financial Information |
| 4.9 | Other Information |
| 4.10 | Pricing Proposal |

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

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

Certain requirements in Section 4 are identified as mandatory. See Section 1.7 for a description of mandatory requirements.

4.3 Covering Letter

MANDATORY

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

- (a) A description of the company or joint venture/consortium.
- (b) The names of the individuals who are the principals of the proponent.
- (c) Contact information for the primary contact person with respect to this RFP including 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 Agreement.

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.

4.5 Executive Summary

MANDATORY

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

- (a) Key features of the proposal, features that make the proposal advantageous for CMHC, innovative approaches to meeting the requirement and cost-saving opportunities.
- (b) A brief statement of the proponent’s qualifications to meet CMHC’s stated requirements.

4.6 Proponent’s Qualifications

MANDATORY

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

- (a) A description of the proponent’s organization, its history, legal status, number of full-time employees and areas of specialization.
- (b) Résumés for all key personnel who would be assigned to the contract including subcontractors, if any.
- (c) A list of three (3) references that includes all contracts of a similar size and scope which the proponent currently holds or has held over the past 36 months. Note that by providing this information, the proponent provides consent to CMHC to contact the contact persons for the purpose of collecting information relating to the quality of work provided by the proponent.

Proponents must complete the following table for each of 3 references:

| | | | |
|----------------------------------|--------|-------|--|
| Company name | | | |
| Location | | | |
| Description of Services provided | | | |
| Start and end dates | | | |
| Value of the contract | | | |
| Contact person name | | Title | |
| Phone | E-mail | | |

4.7 Response to Statement of Work and Rated Requirements MANDATORY

In this section, the proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work. Proponents must answer each of the following rated requirements in exactly this numbering sequence and in appropriate detail to enable CMHC to evaluate each response.

Proponents responding to RFP Workstream 1- Design Services ONLY should respond to Rated Requirement Sections A, B, C, D, and E.

Proponents responding to RFP Workstream 2 - Centralized Printing, Finishing, Digitization and Distribution ONLY should respond to Rated Requirement Sections A, B, C, D, and F.

Proponents responding to both Workstreams should respond to Rated Requirement Sections A, B, C, D, E and F.

Section A: Proponent's Experience and Service Methodology and Proposed Solution

1. The Proponent must provide an **overview to substantiate its experience, capabilities and future commitment to providing the Services** required by CMHC under this RFP (i.e. that these services are a core business offering of the Proponent).
 - i. Include in your response a matrix or table showing your experience in each service area with focus on contracts with scope of services similar to CMHC (specify if contracts are with government or Crown Corporations).
 - ii. Include in your response an overview of the structure of the organization and the approximate team sizes supporting these services across your delivery network.
 - iii. Describe your employee retention: What are your current employee retention/attrition rates, and how are they calculated?
 - iv. Explain your labour mix by full time employees and contractors. Identify if your Contractors are exclusive to you or if they also work for other Services Providers.
2. Describe in detail the proposed solution and the delivery model.
 - i. Proponent must prove their understanding and alignment to the CMHC business requirements and describe how it will work with CMHC to help implement the services.
 - ii. Specifically what delivery centre(s) will be used (on site at CMHC National Office or off-site), at what point in the duration of the arrangement, and how this approach will ensure quality service delivery of the Services.

- iii. If equipment (Hardware and/or Software) is to be provided on-site at CMHC under your proposal, your plan must include a description of all equipment, electrical, ventilation, square footage, workflow, and any other requirements to be fully operational.
 - iv. Describe future alternative delivery models you could evolve to, and what other benefits would accrue to CMHC. CMHC considers this rated requirement question response an important element of your proposal.
 - v. What operational efficiency practices would you bring to CMHC; include in your response what incents reductions in volumes and work effort, resulting in a Reduced Resource Credit (RRC) to reduce CMHC's costs. What units of measure would you propose? Provide two (2) examples where you have helped other clients do this and what financial incentives drove the parties' behaviour to reduce consumption.
3. Describe the risks you anticipate from this outsourcing initiative. Rank the risks by high, medium and low risk exposure to CMHC. Include both risks in Transition and in steady state. Provide a list of risk mitigation strategies for each risk (provide a table for your response). Proponents should provide comprehensive risk mitigation strategies for the identified risks and how they would eliminate each risk with CMHC through the contracting, due diligence, transition period and run operations.
4. Provide a minimum of two (2) clients/customers (case studies) examples of services that your organization has delivered under contracts with comparable scope and scale to this RFP. Include a description of the client (it is preferable to CMHC if you disclose the client name), the services provided, delivery model employed and benefits delivered (maximum points in scoring will result from clients who have a Canada-wide delivery and bilingual delivery components, followed by just one of the two requirements. Similar doccentre type references are encouraged, and will score higher points). The client/customer case studies must include:
 - i. A brief summary of the client/customer.
 - ii. What were the highlights of your solution and what innovations did you bring in your approach?
 - iii. How did the results benefit the client and how did you measure those results?
 - iv. Include services provided
 - v. Delivery model employed
5. How does your company stay apprised of emerging Design Services and/or Centralized Printing, Finishing, Digitization and Distribution trends
 - i. How is that communicated to your clients, and how will it benefit CMHC?
 - ii. How will you provide advice and recommendations regarding innovations and tools to customers?
 - iii. Give examples of how they have benefitted your customers.

- iv. Describe how you incorporate IT Security into your work for your customers. Reference Schedule #7 Technology Environment and Hardware.
 - v. Describe how your employees maintain personal technological development, in doccentre best practices, and other relevant certifications, communication skills, technology currency with emerging technologies. Include a list of the various certification your employees have that are pertinent to CMHC.
6. CMHC documentation of operating procedures and business processes are very complete and up-to-date; most are 95% accurate and current. Describe how you would maintain this level of documentation accuracy or better.
7. Describe your Technology Architecture for accepting client service requests and how you will manage and track service orders and volumes, and integrate to CMHC systems. What tools and technologies would you use to migrate data from the current SAP system to your own systems?
8. What makes your firm offering different from other firms in the marketplace?
9. Per the BCP responsibility in the SRM Section 4.4, describe your approach to managing interruptions in service, which might include local power outages material equipment failures, how will you address this responsibility. Describe your business resumption approach and backup plan for CMHC.
10. What is your organization's approach to sustainability and corporate social responsibility? Describe what steps your organization takes to reduce the environmental footprint resulting from your operations.

Section B: Transition Approach

11. Describe your capabilities in doing transitions and migrations of similar services and scope to this RFP.
12. CMHC believes that effective and timely Transition-In of the in-scope activities is essential to the success of this initiative. Describe how your transition methodology and approach will be tailored to meet the specific needs of this RFP including, but not limited to:
 - i. The transition methodology, management tools, and processes, including efficient transitioning of work already in process at the time of transition
 - ii. The review and approval of transition activities
 - iii. The approach to transition from the current in-house proponent service delivery as described in the Schedule #2 Current State Assessment
 - iv. A transition schedule showing a high level of the timing of transition activities from contract signing through to handover of In-Scope Services delivery.

- v. The type of resources you will assign to transition (include the proposed roles and responsibilities of transition resources and their availability during your recommended transition plan)
13. Provide an organization chart for your transition team, identifying roles of key resources.
14. Transition Examples: The Proponent must provide details of each of the following for two (2) transition efforts, of a similar client (size, services and scale), indicating similarities to the anticipated CMHC transition effort:
- i. Overall description of the transition requirements
 - ii. The transition methodology used
 - iii. Knowledge transfer requirements
 - iv. The size of the transition
 - v. Establishing/readying delivery centres
 - vi. Any unplanned downtime
 - vii. Did the transition involve training resources?
 - viii. Was the transition completed within the budget and the original schedule?
 - ix. Provide an overview of the significant challenges and risks experienced during a transition-in phase for each example. Include how the challenges and risks were addressed and how this might be applicable to the anticipated CMHC transition. Note in your response, keep challenges and risks separated, as CMHC will evaluate each.
15. Transition Lessons Learned: Based on the two (2) examples of client's case studies above, describe three (3) lessons learned for each case study and how they will be applied to the anticipated transition (Maximum points for three (3) relevant lessons learned for each example that can be applied to the anticipated transition).
- i. Planning
 - ii. Technology
 - iii. Communications
16. Transition-Out Approach: The Proponent will provide an overview of the Transition-Out approach at the end of the agreement term or should CMHC not renew/extend the agreement. The description must include:
- i. The Transition-Out activities including Work Breakdown Structure
 - ii. The transition management tools and processes
 - iii. The division of responsibility for the various tasks and activities between the parties
 - iv. The high level staffing plan for the execution of the tasks and activities
 - v. The type of resources you will assign to transition out including the definition, allocation and qualifications of any resources required to execute the tasks and activities

- vi. Any other factors that the Proponent considers relevant.

17. Due Diligence:

- i. Describe your process for a rapid due diligence that would enable you to reduce the number of assumptions and risk premium you have made prior to a final contract with CMHC for the Services.
- ii. How many resources (for your organization, CMHC and incumbent Service Providers) are required for this process and over what timeframe? Are you confident this level of staffing will be adequate?
- iii. CMHC desires a due diligence phase that is very short. To ensure we are properly prepared, identify what data is required, so that we can research and consolidate.

Section C: Continuous Improvement Capability, Value-Added, Innovation & Transformation

18. What is your approach to continuous improvements and delivering value add in service effectiveness?
19. Include how your company embeds innovation and creativity into your delivery methodology, contracting practices or any other business functions in such a way that value creation is shared with your clients.
20. Provide an example and measurable results of how you improved the efficiency and lowered costs through technology and/or process workflow for a client in the past year. Maximum points will be awarded for a relevant example of similar size and scale to CMHC, including:
- i. An overview of the initiative, scope of the transformation
 - ii. The project timeline and time to benefits, increased agility, capability and responsiveness
 - iii. A description of the tools and processes that you have to complete this type of transformation
 - iv. An outline of the components that would drive savings and increase operational efficiencies
 - v. How you would apply this type of increased efficiency and lower costs to CMHC

Section D: Governance and Contract Management

21. Governance and Contract Management: Provide the governance and management processes that you would propose to implement to manage the relationship. Response must include a list of processes, key activities, key roles and

responsibilities for each process. For example your process list should include processes including, but NOT limited to Issue Management, Performance Management, Contract Management, etc.

22. Service Provider Key Personnel: List the names and titles of the Proposed Service Provider Key Personnel responsible for providing key strategic direction and guidance and provide a resume for each. Demonstrate experience in the functional areas for which they are being assigned to perform in order to meet the RFP Service Responsibility Matrix. Maximum points will be awarded for resources with demonstrated experience in performing the role in an environment with the applications and migrations that are similar in size and complexity as those outlined in the RFP Service Responsibility Matrix.
23. Service Level Performance Management: Provide the structure of the Proponent's account and service delivery team that would be assigned to CMHC for ongoing service delivery including: roles and responsibilities, reporting lines, levels of authority, success criteria and incentives. Where you have other business with CMHC, describe how this scope of services will interact with any other services you currently provide and what synergies or additional benefits will accrue to CMHC.
24. Describe how your methodology for customer satisfaction measurement and reporting process meets CMHC's requirements.
25. Provide your process for addressing the following:
 - i. customer satisfaction issues
 - ii. errors or omissions
 - iii. delays in turnaround in executing work
26. Reporting: CMHC requires specific reporting to monitor volumes, costs and service levels. Describe your proposed reporting and reporting tools.
 - i. Describe your proposed approach to measure and report on the various services that are to be performed. How will you track, measure and calculate your SLRs?
 - ii. Identify how CMHC will access the data used for service level reporting
 - iii. Describe your reporting methodology including details of written and oral reporting methods. For example, the Proponent will be required to report on performance, quality assurance, and detailed backup to invoicing, etc.
 - iv. Identify how flexible your reporting tools are to be able to provide ad hoc reports
 - v. Identify the extent to which CMHC will be able to query and work with the data in the reports
 - vi. Include sample reports relevant to the described services
 - vii. Describe the integrated tracking tool used for all services
27. Service Level Requirements Compliance: CMHC requires that the Proponent acknowledges their acceptance of the SLRs and performance metrics, as described

in Schedule #4 Service Level Requirements: Demonstrate how you will meet all the Services Service Level Requirements.

Section E: Design Services Specific Rated Requirements

28. Describe your overall approach to Quality Management and how this will achieve CMHC Objectives. Please provide two examples of how you exceeded a customer's expectations and one that you learned and improved from.
29. Outline what quality assurance procedures your company has in place. Include explanations of:
- i. Process controls
 - ii. Version control
 - iii. Use of industry standards
 - iv. Quality inspection
 - v. Quality measurement
 - vi. Right first time
 - vii. Defect management
 - viii. Pantone colour matching
 - ix. Management of performance and load testing
 - x. Process tolerances
30. Do you have any automated tools or procedures that can reduce the cost of page layout to reduce the cost of repetitive design projects? If so, describe how they will benefit CMHC.
31. Describe the process for design project timeline management:
- i. How do you plan on managing project timelines?
 - ii. Are the project milestones tracked to identify risk to cost and deadlines?
 - iii. How do you share the status of a project with the client?
 - iv. How does your design team work with tight timelines?
 - v. Can you scale your design resources to meet tight timelines? If so, to what capacity?
32. How do you manage clients if the content is late or not complete?
33. Provide two examples on how you have added creative value to a client's project or service order?
34. Remote Proofing:
- i. Can you provide an overview of your remote proofing procedures?
 - ii. Include how it works for your customers today, and how you would recommend interfacing with CMHC.

35. What makes your design offering different from a creative or communications context from others in the marketplace?
36. Proponents must demonstrate their ability to create design work for CMHC in digital and print format. Proponents must provide the following design work:

Create a 'Save the date' pdf using the photos provided at Schedule #10 (a) and #10 (b)); for inset image in circle - two women - include paperwork and cell phone in image. Leave part of man in image if possible. The word text is provided at Schedule #10 (c) (English only). The design must meet CMHC Branding Guide.

- I. Create a web pdf 8.5 x 5.5
 - II. Create a print version two-up colour on 8.5 x 11
37. Demonstrate your arrangements to ensure the availability of appropriate technical support for all systems and equipment consistent with the turnaround times and the availability of back-up capabilities.

Section F: Centralized Printing, Finishing, Digitization and Distribution Specific Rated Requirements

38. Describe your overall approach to Quality Management and how this will achieve CMHC Objectives. Please provide two examples of how you exceeded a customer's expectations and one that you learned and improved from.
39. Outline what quality assurance procedures your company has in place to manage the following:
- i. Process controls
 - ii. Version control
 - iii. Use of industry standards
 - iv. Quality inspection
 - v. Quality measurement
 - vi. Right first time
 - vii. Defect management
 - viii. Provision of estimates for service orders and changes to costs
 - ix. Pantone colour matching; how will you ensure the print machine calibration is consistent with and meets the colour imaging required by CMHC Branding Guide? (refer to Schedule #12)
 - x. Management of performance and load testing
 - xi. Process tolerances
 - xii. Procedures to ensure an accurate print count
40. Describe your ability to provide, assemble, install and test all printing, reproduction and other systems and equipment including information technology, and associated items.

41. Describe your arrangements to ensure the availability of appropriate technical support for all systems and equipment consistent with the turnaround times and the availability and location of back-up capabilities.
42. Describe the methodology for providing and/or procuring services that requires non-standard production/manufacturing on behalf of CMHC.
43. Describe how you manage inventory of paper stock and supplies to ensure SLRs are met.
44. Proofing:
 - i. Describe your proofing procedures.
 - ii. Based on your proposal, describe how you would recommend proofing for CMHC.
45. Is there any innovation in print, imaging or finishing technology and mail that CMHC should be considering?
46. How do you propose to scale print, finishing and digitization operations to meet fluctuating demands, per CMHC volume projections?
47. How would your organization scale for work performed manually such as kitting, finishing, scanning, etc.?
48. Describe your internal communication between Print, Finishing, Digitization, and Distribution Services to coordinate workload.
49. What is the process or tools used in the tracking and reporting of Distribution Services volumes including the process for reconciling invoices from third parties (i.e. Canada Post, Purolator etc.)?

4.8 Financial Information

Proponents are not expected to submit confidential financial information with their proposal, however CMHC reserves the right to conduct an assessment of the Lead Proponent(s) financial capacity. Once a lead proponent is selected following the RFP evaluation process, CMHC may request the financial information necessary to confirm the financial capacity of the proponent. This section details the review that may be conducted and the documents that are required of the lead proponent.

Failure to comply with the financial information submission requirements set out in 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).

4.8.1 Financial Capacity Review

Once identified, the lead proponent(s) may be requested to provide CMHC the following information, within 72 hours of CMHC's request to permit an analysis of the financial capacity of the lead proponent(s):

Partnerships, Corporations, Joint Ventures and Consortiums:

Proponents must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years, and any other relevant financial information that CMHC may subsequently request. The auditor's report accompanying the financial statements must be signed by an appropriate officer of the audit firm.

In the event that the financial statements are not audited, they must be accompanied by a signed review engagement report for each set of annual statements.

A complete set of financial statements consists of all the following items:

- a. Auditor's Report (or Review Engagement Report),
- b. Balance Sheet,
- c. Income Statement,
- d. Cash Flow Statement,
- e. 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 required information. Partnerships of individuals (as opposed to partnerships of corporations), must provide written permission from each partner allowing CMHC to perform a credit check on them.

Sole Proprietorships

Proponents that are organized as sole proprietorships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit

check as required. Where financial statements are available, they should accompany the foregoing statement.

4.9 Other Information

The Proponent may provide other relevant financial information, but is not obligated to do so.

4.10 Pricing Proposal

MANDATORY

The proponent must provide a response outlining the pricing of its proposed solution in a detailed manner using the exact pricing workbook format Schedule #5-1 CMHC Pricing Response Workbook- Design Services or Schedule #5-2 Pricing Response Workbook – Centralized Printing, Finishing, Digitization and Distribution Services.

NOTE: NO OTHER PRICING INFORMATION OR ATTACHMENTS OR FORMATS WILL BE ACCEPTED OR EVALUATED.

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 and will be paid by CMHC.

All travel costs must be 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 #8 CMHC Travel Policy. Refer to the Draft Agreement Para 3.7.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview

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

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

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

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

5.2 Limitation of Damages

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

5.3 Evaluation Table

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

5.4 Evaluation Methodology

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

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

Committee members will discuss their scores and agree upon a final score for each proposal.

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

The pricing proposal of each compliant proposal that meets the minimum upset scores in each category shall then be evaluated using the “ration method”. With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

The highest-ranked proponents will be shortlisted and invited to present an oral presentation. The oral presentation score will be added to score subtotal score to form the overall score. The proponent with the highest score will be named the lead proponent.

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**”, described in further detail in Schedule 7), 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:

- I. 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 **Secret Network**
- II. Provide proof, to the satisfaction of CMHC that an enhanced Threat and Risk Assessment has been conducted on the contractor’s technology/infrastructure;
- III. Provide proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the contractor’s technology/infrastructure;
- IV. 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 IT Security Risk Management the lead contractor will provide assurance that security controls are being managed in accordance with a **Secret Level Environment** both physical and

electronic 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

Once a lead proponent is identified, CMHC may carry out a credit check and/or a financial capacity on the lead proponent. The financial evaluation will be based on the information that is requested as per Section 4.8 of this RFP.

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

5.7 Proponent Selection

Once a lead proponent has passed the financial evaluation, CMHC has the option of entering into negotiations with that proponent to incorporate some or all of its proposal into an agreement.

If at any time CMHC decides that the lead proponent cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

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

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

6 SECTION 6 DRAFT AGREEMENT

6.1 Overview

Attached in Section 6.2 is a draft agreement containing terms and conditions that will form the basis of the agreement resulting from this RFP. CMHC reserves the right to add, delete or revise terms and conditions during negotiations.

Terms and conditions identified as “Mandatory” in the RFP or draft Agreement must be included in the agreement. The proponent’s proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC, also form part of the resulting contract.

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent’s proposal, agrees to be bound by the terms and conditions in the draft agreement in the event that the proponent is selected by CMHC to enter into a contract.

For the purposes of this section the term “Contractor” refers to the successful proponent with whom CMHC enters into an agreement.

6.2 Draft Agreement

DRAFT AGREEMENT

CMHC FILE No. 2017-03030

THIS AGREEMENT (the “Agreement”)

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION

National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7
(hereinafter referred to as "CMHC")

AND

[Click here to enter text.](#)

(hereinafter referred to as "the Contractor")
(individually a “Party”, collectively the “Parties”)

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

Article 1.0 - The Services

- 1.1 The Contractor covenants and agrees to provide [Click here to enter text.](#) in accordance with the Statement of Work attached as Schedule “A” (the “Services”). *{Provide general description of services.}*
- 1.2 The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.
- 1.3 The Contractor shall assign personnel satisfactory to CMHC to perform the Services. CMHC may require the Contractor to withdraw and replace any person and require that the Contractor promptly provide a replacement satisfactory to CMHC.
- 1.4 The Contractor shall deliver the Services in accordance with the requirements set forth in Schedule 3 of the RFP. The Contractor acknowledges that time is of the essence in completing the Services and that the Contractor's failure to deliver any Services in accordance with the required schedule will result in expense and damage to CMHC.
- 1.5 A complete list of CMHC sites to be serviced is provided in the RFP and shall form part of this Agreement. The Contractor will ensure that, unless specifically contemplated in a Statement of Work or otherwise agreed by CMHC in writing, at all times during the Term: (a) the hardware, software systems, facilities and personnel used by the Contractor or approved subcontractors to provide the Services will be physically located in Canada at the locations set out in each Statement of Work, and (b) all CMHC Information will be physically located in, or on media that is physically stored in, Canada, and will not be accessible or processed outside of Canada.
- 1.6 The Contractor represents and warrants that:
 - a) each of its personnel assigned to perform the Services shall have the proper skill, training and background and will perform the Services in a competent and professional manner in keeping with industry standards;
 - b) all Services will be performed in accordance with the requirements of this Agreement;
 - c) software deliverables will:
 - i. be free from defects in design, material and workmanship and conform to and perform in accordance with the requirements of this Agreement including the software specifications for a period of twelve (12) months from delivery or such other period as specifically agreed in writing by CMHC,

- ii. be free of material errors, virus-free and malware free, and
 - iii. contain no open source that has not been notified in advance to CMHC;
- d) the Contractor including its personnel shall not, with respect to any deliverable, knowingly infringe any third party intellectual property rights;
 - e) CMHC will receive free, good and clear title to all work product; and
 - f) the Contractor is in compliance with any applicable third party licenses related to any deliverables provided under this Agreement including but not limited to any open source software licenses. If the Contractor or its personnel perform non-conforming Services or provide non-conforming deliverables, CMHC may, in addition to any other remedy, require the Contractor, including its personnel, to correct the non-conforming deliverables or re-perform the non-conforming Services, at the Contractor's cost and expense. If the Contractor or its personnel do not reasonably correct the non-conforming deliverables or re-perform or correct the non-conforming Services, CMHC may at its sole discretion correct the non-conforming deliverables or obtain replacement Services from another source at as reasonable a cost as is practicable with such cost to be borne by the Contractor and reduce any payment owing by CMHC accordingly.
- 1.7** The Contractor undertakes, and the Contractor shall ensure that Contractor personnel assigned to perform the Services undertake, unless specified otherwise in Schedule 3 of the RFP, to:
- a) devote best efforts to provide the Services in accordance with the requirements of CMHC and this Agreement;
 - b) promptly respond to any reasonable request for information made by CMHC concerning the Services;
 - c) comply, while visiting or working at CMHC's facilities, and abide by all facility rules and regulations, of which the Contractor and the Contractor's personnel is provided notice, including without limitation any security requirements;
 - d) comply with all applicable laws, order, rules, regulations, ordinances, permits, licenses and visas, including without limitation any applicable guidelines and directives, of any local, state, provincial, federal or foreign government authority that govern or apply to the Services;
 - e) respect and adhere to all CMHC's policies as are advised in advance to the Contractor and the Contractor's personnel including, without

limitation, policies regarding the use of software, communications networks, databases, computers or computer networks and files belonging to CMHC; and

- f) use the Contractor's or the Contractor personnel's own equipment, tools and material, including but not limited to, electronic devices such as computers and mobile telephones, necessary to perform the Services for CMHC, except as otherwise specifically agreed in writing with CMHC.

1.8 Subcontracting

The Contractor covenants and agrees that it shall not subcontract or delegate the performance of the Services except as provided in this Agreement without the prior written consent of CMHC. If CMHC consents to the Contractor subcontracting a portion of the Services, the Contractor shall flow down to those subcontractors, all the requirements specified in this Agreement and the sub-contractor's provision of Services shall be subject to this Agreement, all of its schedules, and addendums thereto. Nothing contained in this Agreement or otherwise shall create any contractual relationship, or payment obligation, between CMHC and any subcontractor, and no subcontract shall relieve the Contractor of its responsibilities or obligations hereunder. The Contractor shall be fully responsible and liable to CMHC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them (as it is for the acts and omissions of persons directly employed by the Contractor), including ensuring their full compliance with all terms of this Agreement.

1.9 Service Levels

Without limiting the requirements otherwise set forth in Schedules 4-1 and 4-2 of the RFP, at all times during the Term, the Contractor will perform the Services so as to meet the Service Levels. For the purposes of this Agreement, "Service Levels" means the performance standards applicable to the provision of the Services by the Contractor as set out in each Statement of Work or as otherwise set out in this Agreement.

1.10 Reporting

The Contractor will deliver to CMHC the reports specified in Schedule 3 of the RFP (with the frequency set out therein). At a minimum, upon request, the Contractor will provide sufficient information to CMHC to enable CMHC to assess the Contractor's performance of the Services.

Article 2.0 - Term of the Agreement

- 2.1** The agreement for a) Centralized Printing, Finishing, Digitization and Distribution will be for a period of five (5) years, commencing on September 1, 2018 and terminating 60 months later, August 31, 2023. (the “Initial Term”)

The agreement for b) Design Services will be for a period of three (3) years, commencing on September 1, 2018 and terminating 36 months later, August 31, 2021. (the “Initial Term”)

2.2 Renewal

The Agreement may be renewed at CMHC’s sole discretion for:

- a) Centralized Printing, Finishing, Digitization and Distribution two (2) subsequent one-year renewals, not to exceed a cumulative total of seven (7) years.
- b) Design Services for two (2) one-year renewals, not to exceed a cumulative total of five (5) years (each a “Renewal Term”).

Collectively, the Initial Term and any Renewal Term(s) shall be referred to as the “Term”.

2.3 Termination

No fault termination

Notwithstanding articles 2.1 and 2.2 above, CMHC may terminate the Agreement for any reason by giving thirty (30) days written notice at any time during the Term. CMHC will pay the Contractor the previously agreed termination penalty as described in Schedule 5 of the RFP.

Termination for Default of Contractor

CMHC may, by giving 10 days prior written notice to the Contractor, terminate this Agreement with immediate effect and without liability, penalty or charge for any of the following reasons:

- a) the Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
- b) there is 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 Agreement;

- c) 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.
- d) the Contractor or its personnel breach the provisions of Section 4.1 (Intellectual Property Rights) or Section 4.2 (Confidentiality and Non-Disclosure of CMHC Information); or
- e) the Contractor or its personnel commit gross misconduct, fraud or other unlawful acts.

2.4 Effect of Termination

CMHC's Obligations upon Termination

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, such value to be determined in accordance with the rate(s) specified in the Agreement. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

Contractor's Obligations upon Termination

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and forward it to CMHC. The Contractor shall provide CMHC with reasonable transitional assistance at the rates specified in the Agreement, or if no rates are specified, at the contractor's standard rates.

2.5 Termination Assistance

Commencing six (6) months prior to expiration of the Term or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement ("Transition Out Period"), the Contractor shall provide CMHC with reasonable termination assistance as 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.

During the Transition Out Period, the Contractor shall co-operate and work in close collaboration with CMHC and the new contractor selected by CMHC to provide the Services (the "New Contractor") to ensure the expeditious and orderly transfer of the Services, with minimum disruption to CMHC. Service responsibilities conducted by the Contractor shall be transferred to the New Contractor or CMHC, based on the Transition Out Plan. In the event of a dispute relating to the Transition Out Plan, the Contractor shall transfer the service responsibilities in accordance with CMHC's written instructions.

2.6 Transition Out Plan

The Contractor shall develop and provide CMHC with a Transition Out Plan (a) within ten (10) Business Days of the delivery of a notice of termination or another notice from CMHC requesting Termination Assistance; or (b) in all cases, within at least one hundred and eighty (180) days before the expected expiry of the Term.

The Transition Out Plan shall at a minimum include:

- (a) The proposed transition organization structure, including names, profiles and duties of proposed resources;
- (b) A schedule of activities and sub-activities to be undertaken during the transition out, including at a minimum proposed start and end dates and duration (e.g. level of effort); assigned resources, priority and dependencies;
- (c) Human resources strategy, including: retention plan relating to employees providing the Services; vacancies relating to employees providing the Services; impacts of applicable legislation, etc.;
- (d) Transition of history and detailed data (electronic and paper) to support operations;
- (e) Transition of service orders in progress; and
- (f) Other relevant items.

Article 3.0 – Financial

3.1 In consideration of the performance of the full, satisfactory and timely performance of the Services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule "B". Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$ [Click here to enter text](#). for Services provided during the initial term of the Agreement. Pricing increases may be negotiated for each successive renewal term where applicable.

3.2 The amount payable to the Contractor by CMHC pursuant to article 3.1 is inclusive of all taxes, impositions, charges, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No other taxes, assessments, duties or

other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.

- 3.3** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each 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 or the appropriate provincial taxing authorities all taxes payable on the Services.

3.4 Most Favoured Customer

The Contractor certifies that the pricing, fees and rates are not in excess of the lowest prices charged to its most favoured customer for like quality and quantity of the goods and services. Prices charged to CMHC shall be equitably adjusted to provide CMHC the benefit of such lower prices. Such adjustment shall be retroactive to the date on which the lower prices to such other customer became effective. In no event shall any adjustment reduce the prices related to the fixed costs associated with the Contractor's investment and equipment in the reproduction facility.

3.4 Invoicing

The Contractor shall submit detailed invoices to CMHC at regular intervals during the Term, on a monthly basis, describing the Services provided and accepted during the period covered by the invoice. 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.

All invoices must make reference to this Agreement by quoting CMHC file number

201703030 Invoices must be forwarded electronically to CMHC at asd_doccentre@cmhc-schl.gc.ca.

Or to the following address:

Canada Mortgage and Housing Corporation
c/o Manager, Business Services
Digital and Creative Services
700 Montreal Road, C2-538
Ottawa, Ontario K1A 0P7

CMHC is currently undergoing a Technology Transformation including how invoices are submitted to CMHC for payment. Proponents must be flexible in meeting the Technical Requirements (refer to Schedule #7).

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Services were performed in accordance with the terms and conditions of the Agreement. In the event that the Services do not meet the standards set out in the Agreement, CMHC may take such action as reasonably necessary to correct the Contractor's default, including, without limitation, the following:

- a) directing the Contractor to redo the work that was not completed in accordance with the Agreement;
- b) withholding payment;
- c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor;
- d) terminating the Agreement for default.

3.5 PST Exemption

CMHC conducts a self-assessment for provincial sales tax for paper, cover stock and all printing services (digital and offset). The Proponent will be provided with a PST exemption certificate. PST for these items must be excluded from invoicing.

3.5.1 Method of Payment

All payments due under the Agreement will be made by means of Electronic Funds Transfer ("EFT"). The Contractor is responsible for providing CMHC with all the information set out in section 3.5.2 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

3.5.2 Direct Deposit and Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments 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 CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.6 Audit

For the purposes of this Agreement, "Governmental or Regulatory Authority" means: (i) any government, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, or court or other law, rule or regulation-making entity; and (ii) any regulatory authority, self-regulatory organization or other entity having jurisdiction over the CMHC, the Contractor or the Services, including without limitation the Office of the Superintendent of Financial Institutions ("OSFI").

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term.

The Contractor agrees to allow CMHC, any Governmental or Regulatory Authority, and/or any internal or external audit representative acting on behalf of CMHC (the "CMHC Audit Representatives") the right to examine, audit and inspect, at any reasonable time:

- a) any facility or part of a facility at which the Contractor or an approved subcontractor is providing the Services; and
- b) data, records, documents, personnel and other information of either Contractor or an approved subcontractor relating to the Services located anywhere, in order to verify:
 - i. the performance by Contractor of its obligations under this Agreement;
 - ii. the internal control environment of the Contractor or an approved subcontractor as it relates to the Service;
 - iii. the security and integrity of CMHC Information, including without limitation, CMHC data (including customer, employee and third party information); and
 - iv. amounts paid by CMHC under the Agreement.

The Contractor agrees to provide the CMHC'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 CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

3.7 Travel Costs

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 #9. In support of the travel costs included in the contract value, the Contractor is required to complete this Travel Estimate Form Schedule #8 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.

3.8 Governmental or Regulatory Authorities

MANDATORY

Governmental or Regulatory Authorities (or their representatives) have the right to:

- i. exercise directly the audit rights granted to CMHC under this Agreement;
- ii. accompany CMHC (or any CMHC Audit Representative) when it exercises its audit rights under this Agreement;
- iii. access and make copies of, all internal audit reports (and associated working papers and recommendations) prepared by or for Contractor relating to the Services being performed under this Agreement; and
- iv. access any findings in the external audit of the Contractor (and associated working papers and recommendations) prepared by or for the Contractor that relate to the Services, subject to the consent of Contractor's external auditor to sign appropriate confidentiality documentation.

The Contractor will co-operate with and assist CMHC to meet its obligations to and requests from Governmental or Regulatory Authorities from time to time.

- 3.9** The Contractor will ensure that Governmental or Regulatory Authorities may exercise their audit and inspection rights set forth in this Article directly against any approved subcontractors unless otherwise agreed by CMHC.

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

All material, reports and other work product produced under the Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Contractor warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral

rights have been obtained, as provided for in the law of copyright. Upon the material coming into existence, the Contractor hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

Nothing in this Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all personal information, whether or not it is marked as confidential.

All materials, reports and other products provided to the Contractor by CMHC in order for the Contractor to perform the Services under this Agreement shall remain the sole property of CMHC, or of their other respective owners. The Contractor shall have no right to use the materials, reports, data sets or resulting Work product for any purpose other than those reasonably necessary for the performance of the Services under this Agreement.

4.2. Confidentiality and Non-Disclosure of CMHC Information MANDATORY

In this section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, however the information is obtained. Without limiting the generality of the foregoing, CMHC Information includes data in any format and information obtained directly or indirectly by the Contractor.

The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC. The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement.

The Contractor undertakes, and the Contractor agrees to ensure that the Contractor's personnel undertake, during the Term of this Agreement and thereafter until such time as the CMHC Information becomes available in the public domain (other than as a result of a breach of this Agreement) or until otherwise specifically agreed in writing by CMHC:

- a) to preserve in strict confidence and not disclose to any third party any CMHC Information and not use the CMHC Information directly or indirectly for any purpose other than for the performance of Services under this Agreement; and

- b)** not to use, copy, reproduce, divulge, publish or circulate (or authorize or permit anyone else to copy, reproduce, divulge, publish or circulate) any CMHC Information except that as may be reasonably required for the performance of Services under this Agreement. Any copies of the CMHC Information made by the Contractor, including its personnel, shall contain the same proprietary notices that appear on the original information.

In the event that a breach of confidentiality occurs, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.

Where the Services are sensitive in nature, CMHC may require that the Contractor provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

The Contractor further acknowledges and understands that CMHC considers all CMHC information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.

Any documents provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

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 other information by physical or electronic means. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

4.3. Contractor's Indemnification

The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the Services. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor. 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.

CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence.

4.4. Independent Contractor

It is understood by the Parties that the Contractor is and shall be an independent contractor. The Contractor and its employees, officers, agents and contractors assigned by the Contractor to perform the Services under this Agreement are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

4.5. 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 any way.

4.6. Corporation Identification

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

4.7. Conflict of Interest

MANDATORY

The Contractor and its principals, employees, agents and subcontractors shall avoid any real, potential or apparent conflict of interest during the Term and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The Contractor shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Contractor's duties to that third party and the Contractor's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All work product that has 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.

Any public office holder or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act* in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

4.8. Insurance

Proponents responding to Workstream 1 only (Design Services), the following insurance clauses apply.

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 \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- personal injury and advertising injury including Trademark and Copyright Infringement coverage
- broad form 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).

b. Professional (Errors & Omissions) Liability

Professional Errors and Omissions Liability insurance, with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per claim, providing coverage for, but not limited to, economic loss arising from or related to errors or omissions, **any breach of network security, any privacy breach or transmission of malicious code**, any design, publishing, trademark and copyright infringement. The Contractor shall ensure that the policy is renewed

continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.

c. Fidelity Bond/Employee Dishonesty Insurance (Crime Insurance)

The Proponent shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada. The policy shall extend to include a **third party extension** (client coverage) citing CMHC as a beneficiary with respect to services performed under the contract. Insurance is to include a third party extension for a limit of not less than \$100,000.

d. Commercial Automobile Insurance

The Contractor will provide and maintain Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$5,000,000 Third Party Liability for all motor vehicles used by the Contractor in the performance of this Contract.

e. Property in Contractor's care custody and control (required if contractor operates off site)

The contractor shall insure all property in their care, custody, and control against direct physical loss or damage in an amount not less than the replacement cost value of any stock, inventory, goods and equipment.

Proponents responding to Workstream 2 (Centralized Printing, Finishing, Digitization and Distribution) or responding to both Workstreams, the following insurance clauses apply.

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 \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- personal injury and advertising injury including Trademark and Copyright Infringement coverage
- broad form 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).

b. Errors & Omission Liability

Professional Errors and Omissions Liability insurance, with an insurer licensed to do business in Canada with a limit of not less than \$10,000,000 per claim, providing coverage for, but not limited to, economic loss arising from or related to errors or omissions, any breach of network security, any privacy breach or transmission of malicious code, any design, publishing, trademark and copyright infringement. The Proponent shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement

c. Fidelity Bond/Employee Dishonesty Insurance (Crime Insurance)

The Proponent shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada. The policy shall extend to include a **third party extension** (client coverage) citing CMHC as a beneficiary with respect to services performed under the contract. Insurance is to include a third party extension for a limit of not less than \$100,000.

d. Commercial 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 \$5,000,000 Third Party Liability for all motor vehicles used by the Proponent in the performance of this Contract.

e. Transportation Floater Insurance / Motor Truck Cargo

If applicable, the Proponent will provide and maintain all risk/ broad form motor truck cargo insurance in an amount of not less than the replacement cost value of CMHC's property (equipment/material) for physical loss or damage resulting from carrier mishandling and to physical damage which occurs during the storage and/or transportation of CMHC's property including loading and unloading. Insurance to be placed with an insurer licensed to conduct business in Canada.

f. Contractor's Equipment Insurance (required if contractor is operating on CMHC's premises)

The Proponent will provide and maintain Contractor's Equipment Insurance with an insurer licensed to do business in Canada covering all equipment owned or rented by the Proponent and its servants, agents or employees against all risks of loss or damage in an amount not less than the value of the equipment.

g. Property in Contractor's care custody and control (required if contractor operates off site)

The Proponent shall insure all property in their care, custody, and control against direct physical loss or damage in an amount not less than the replacement cost value of any stock, inventory, goods and equipment.

4.9. No Limitation

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

4.10. Non-Compliance

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, CMHC may take such actions and incur such costs that are reasonably required to implement its direction including, without limitation, the engagement of another contractor and withholding of payment due to the Contractor for Services rendered, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

4.11. Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled) ("Force Majeure"), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under the Agreement, CMHC may secure the Services of other qualified Contractors to perform the Services without further compensation or obligation to the Contractor.

4.12. Non-Waiver

Failure by either Party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

4.13. Resolution of Disputes

- a) *General.* Any issue concerning this Agreement and/or Statement of Work, will initially be addressed by each Party's representatives as contemplated in the Statement of Work under which the disagreement has arisen. If the Parties are not successful in resolving an issue pursuant to such process, or if the issue is material and either Party believes the Parties will not be successful resolving such issue or dispute pursuant to such process, then either Party may issue a formal written notice (a "Dispute Notice") that a dispute ("Dispute") has arisen and subparagraph (b) below will apply.
- b) *Escalation of Disputes.* Except for Disputes involving CMHC Information or the infringement or misappropriation of intellectual property rights (in which case either Party will be free to seek available remedies in any forum), if the Dispute is unresolved by each Party's representatives (identified in the applicable Statement of Work) within ten (10) days after the issuance of the Dispute Notice (or such other period of time agree to in writing by the Parties) then either Party may institute formal legal proceedings.

4.14. Continued Performance

Contractor agrees to, at CMHC's request, continue performing its obligations under this Agreement while any Dispute is being resolved, without limiting either Party's rights set forth in this Agreement to terminate this Agreement or any Statement of Work

4.15. Laws Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable. The Parties attorn to the jurisdiction of the Federal Court or the courts of the Province of Ontario as appropriate in the circumstances.

The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the Services or the performance of the Agreement.

4.16. Final Report

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,

- a) *the body of the report shall include the main factual and analytical information and policy recommendations shall be separated to minimize potential restriction;*
- b) *Policy recommendations and supporting materials shall be attached as appendices; and*
- c) *the report shall stipulate that the copyright remains with CMHC.*

Upon request, the Contractor will supply, an executive summary of the main findings and recommendations of the final report and a copy of the report in any standard format that CMHC may prescribe, in accordance with CMHC's information technology requirements.

4.17. Publication

In the case of a report that is in the nature of a research report, CMHC is under no obligation to publish all or part of the final report. CMHC has the right to edit or publish the final report, in part or in its entirety and shall be the sole judge of those parts of the final report, or those materials and reports that it considers for publication. CMHC may, at its discretion, delete references to the Contractor in the edited version of the final report.

Where the Contractor wishes to publish the final report or its associated materials, the Contractor must request written permission from CMHC to publish all or part of the final reports. The Contractor must also acknowledge the ownership of copyright by 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). CMHC makes no representations as to the accuracy or fitness of the contents for any particular purpose.”

4.18. Official Languages

MANDATORY

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board Policies. The Contractor agrees to take any measures necessary to ensure compliance with the *Act* and those policies. When providing Services to or communicating with CMHC employees, in person, over the phone or in writing (including electronic correspondence), the Contractor must actively offer bilingual Services in and indicate clearly by verbal and/or visual means that employees can communicate with and obtain available Services in either English or French. The Contractor

must also ensure that there is sufficient capacity to provide Services that are comparable in terms of quality and timeliness in both official languages.

4.19. Access to CMHC Property

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement 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 for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

4.20. Security Screening Requirements

A. The Contractor will obtain and maintain the required level of Government of Canada Security Screening in respect of each Security Screened Contractor Personnel, as follows:

- I. Reliability status: required for all Security Screened Contractor Personnel handling any CMHC Data that contains "protected" information or accessing any CMHC Facilities or any Hardware, Software or Systems of CMHC to perform any Services hereunder; and
- II. Security clearance (secret level): required for all Contractor personnel handling any CMHC Data designated as "secret".

B. The Contractor will conduct all Security Screening through the Contract Security Program ("CSP") that is administered by Public Service and Procurement Canada ("PSPC").

C. The Contractor will provide CMHC with a copy of its registration under the CSP and the Security Screening certificate and briefing form for each Security Screened Contractor Personnel along with the validity period of each certificate, and updated or replacement certificates, as are required to maintain the reliability status or security clearance under the CSP.

D. For greater certainty, any inability or delay in obtaining the required Security Screening or a revocation of the required Security Screening in respect of any Security Screened Contractor Personnel will disqualify such Security Screened Contractor Personnel from providing any Services under this Agreement.

E. Without limitation to anything in this contract, if, at any time:

- I. CMHC reasonably determines that any Security Screened Contractor Personnel poses a security risk to CMHC or to the Government of Canada, CMHC may notify the Contractor of that determination. Upon

receipt of such notice, the Contractor will take such action as is requested by CMHC to address such security risk, which action may include prompt removal of such Security Screened Contractor Personnel from performing any Services.

- II. The Contractor becomes aware of any security concerns that could affect any Security Screened Contractor Personnel's Security Screening status or clearance and Contractor reasonably believes that such security concerns may pose a risk to CMHC or to the Government of Canada (including, drug or alcohol misuse, any sudden or marked changes in financial situation or expenditures (e.g., bankruptcy, unexpected wealth), expressions of support for extremist views, actions or incidents, particularly when violence is advocated, unexplained hostile behaviour or communication, unexplained frequent absences, indications of fraudulent activity, disregard for safeguarding sensitive information or assets (e.g., violations, breaches of security) or persistent or unusual interest in or attempts to gain access to sensitive information, assets or facilities to which an individual has no work-related need to access), the Contractor will immediately advise CMHC of such concerns and, if requested by CMHC, will initiate a review of such Security Screened Contractor Personnel's security status or clearance for cause.

4.21. Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Section 3.1 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.

4.22. Extras

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

4.23. Assignment of the Agreement

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which may be withheld for any reason.

It is understood and agreed that the Contractor may engage other entities to assist with the Contractor in providing of the Services, provided that the Contractor shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

4.24. Closure of CMHC Offices or Suspension of Operations

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the Contractor may be suspended or modified. Where 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, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

4.25. Severability

If any part of the Agreement is determined to be unenforceable by a competent authority, it may be severed from the Agreement so as to preserve the intentions of the Parties to the extent possible.

4.26. Scope of Agreement

This Agreement contains all of the agreements of the Parties 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 and signed by both Parties. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.27. Binding

This Agreement shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns.

4.28. Closure of CMHC Offices

| | |
|-------------------------------------|---------------------------------|
| New Year's Day | Civic Holiday (in some offices) |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving |
| Victoria Day | Remembrance Day |
| St. Jean Baptiste Day (Quebec only) | Christmas |
| Canada Day | Boxing Day |

Article 5.0 – Business Interruption Requirements

5.1 The Contractor will comply with the Business Interruption requirements set forth in Schedule “D” or in any Statement of Work. For purposes of this Agreement, “Business Interruption” means an event, whether anticipated or unanticipated, including any event of Force Majeure, which disrupts the normal course of business operations within an organization.

5.2 The Contractor will immediately report to CMHC:

- a) any significant changes to the Contractor’s business resumption and contingency plans; and*
- b) any event that may have the potential to materially affect the delivery of the Services or result in CMHC losses or delay.*

5.3 Upon request by any Governmental or Regulatory Authority CMHC may provide a summary of any Business Interruption and disaster recovery test results provided by the Contractor to CMHC in connection with this Agreement to such Governmental or Regulatory Authority.

5.4 Contractor’s Obligations upon Termination

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and forward it to CMHC. The Contractor shall provide CMHC with reasonable transitional assistance at the rates specified in the Agreement, or if no rates are specified at the contractor’s standard rates

Article 6.0 – Agreement Administration

6.1 Contract Administrator

Each Party shall assign a contract administrator that will be responsible for overseeing the Agreement. The individuals named in section 6.2 are the initial Agreement administrators.

The Parties shall notify the other in writing in the event that the contract administrator is changed. CMHC will notify the Contractor in writing of the names

of any CMHC representatives who are authorized to assign jobs and approve payments with respect to the work carried out under this Agreement.

6.2 Notices

All notices issued under the Agreement shall be in writing and shall be forwarded via mail, courier or e-mail:

To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name: Karen Huibers
Title: Manager Business Services
Room: C2 538
700 Montreal Road
Ottawa, Ontario
K1A 0P7

Phone: 613 740-5463
Email: khuibers@cmhc.ca

To the Contractor at the following address:

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

Phone: [Click here to enter text.](#)

Fax: [Click here to enter text.](#)

E-mail: [Click here to enter text.](#)

Article 7.0 - Documents comprising the Agreement

7.1 The documents which comprise the entire agreement between the Parties with respect to this matter consist of the following:

- (a) This form of Agreement as executed [Click here to enter text.](#);
 - (b) The Statement of Work as executed [Click here to enter text.](#);
 - (c) CMHC's Request for Proposal dated [Click here to enter text.](#);
 - (d) The Contractor's submitted Proposal dated [Click here to enter text.](#);
- and

together with all written change notices issued by CMHC hereunder and such further specifications and documents as the Parties may agree in writing (collectively, the "Agreement").

7.2 The documents comprising the Agreement are complementary and what is called for in any one shall be binding as if called for by all. The Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of a conflict between them, the Agreement documents shall have precedence among themselves in the order as listed above.

IN WITNESS WHEREOF this Agreement has been executed by duly authorized officers of the Parties as follows:

**THE CONTRACTOR
HOUSING CORPORATION**

CANADA MORTGAGE AND

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

Date: _____

Date: _____

Schedule "C"

MANNER OF PAYMENT

If the Contractor is not in breach of any of its (his, her) obligations under this Agreement, the Contractor will be paid in accordance with the following schedule:

*{All payments should be made contingent upon the **Services** being performed to the satisfaction of CMHC.}*

*{The phases should follow the phases set out in Schedule "A" **The Services/Work.**}*

1. Upon the contractor having completed *(work, e.g. "Phase 1 of the work as set out in Schedule "A")* and upon submission and acceptance to the full satisfaction of CMHC of *Click here to enter text.* by *Click here to enter text..* \$*Click here to enter text..*

SCHEDULE "D"

BUSINESS INTERRUPTION REQUIREMENTS

1. Business Continuity Plans

- (a) At the Contractor's cost and expense, the Contractor will prepare and deliver for CMHC's approval a Business Interruption plan that meets the minimum business continuity and disaster recovery requirements set forth in this Schedule (the "**Business Continuity Plan**").
- (b) In addition, the Parties will describe any additional business continuity, disaster recovery and testing requirements that are particular to the Services to be performed under any Statement of Work (the "**Additional Business Continuity Requirements**") in the Statement of Work. The Business Continuity Plan and any Additional Business Continuity Requirements are collectively referred to in this Schedule as the "**Business Continuity Requirements**".
- (c) The Contractor will comply with the Business Continuity Requirements.
- (d) The Contractor will not change the Business Continuity Requirements (including the location of any back-up sites) without obtaining the prior written consent of CMHC.

2. Minimum Requirements

- I. The Business Continuity Plan will be in writing and include, with detail appropriate for the Services, complexity of the environment and probability of occurrence the following minimum requirements:
 - (a) A description of the Parties, roles, responsibilities, procedures and processes required to (i) provide a coordinated approach in managing incident response activities at the time of any Business Interruption, and (ii) recover operations and services (including the Services) at the time of any Business Interruption.
 - (b) A crisis management plan consisting of communication and escalation processes applicable in the event of a Business Interruption, including the Contractor's (i) internal communication and escalations procedures(s) and (ii) external communication and escalation procedures to CMHC.
 - (c) Measures for minimizing (i) the loss or failure of the Contractor's required resources, including systems, data, hardware, software, premises or Contractor personnel; (ii) cost and (iii) duration of a Business Interruption.

- (d) Measures for protecting the personal safety of CMHC employees and contractors who are located on Contractor's premises during, or are otherwise affected by, a Business Interruption to the same extent the Contractor implements measures protecting the personal safety of the Contractor personnel.
 - (e) Measures for protecting CMHC's business operations and assets (including technology and CMHC intellectual property) and ensuring continuity of the Services in the event of a Business Interruption.
 - (f) Measures to ensure that CMHC has ready access to records needed to sustain business operations and meet regulatory/statutory requirements.
 - (g) A process for restoring the Services to full functionality after a Business Interruption has occurred within a time frame that satisfies the criteria set forth in the Agreement.
 - (h) A requirement for testing the Contractor Business Continuity Plan as required by this Schedule no less than once every twelve (12) months.
- II. The Contractor will:
- (a) Have and maintain, at a minimum, a secondary site for providing the Services that is (a) sufficient in size and capability to assume production responsibilities in accordance with the Agreement, (b) sufficient distance, as mutually agreed upon, from the primary site and is supplied by utilities (communication, transportation, water and power) from different sources, so as to minimize the likelihood that both sites would be affected by the same problem, and (c) equipped with all the necessary infrastructure required to support the Services.
 - (b) Have appropriate data backup synchronization between the primary and all additional recovery sites to allow for recovery of the Services.
 - (c) Document the technological recovery procedures for each system, application and service in both primary and all additional recovery sites that support the Services to CMHC.
 - (d) Ensure that Contractor's disaster recovery sites are maintained and integrated into Contractor's change management processes such that the Contractor's primary and disaster recovery sites are substantially similar.
 - (e) If applicable, the Contractor has and will provide to CMHC illustrations / schematics of how the Contractor's primary and additional recovery sites are set up to provide redundant service to CMHC.
 - (f) The Contractor will identify the length of time it can maintain its disaster recovery operations from additional sites and such time periods will be

acceptable to CMHC.

3. Notice

The Contractor will immediately notify CMHC upon the occurrence of any event that may cause a Business Interruption including any operational incidents that might impact Contractor's performance of the Services in accordance with the Agreement, including the Service Levels.

4. Maintenance

The Contractor will implement and follow a Business Continuity Plan maintenance process which meets the following requirements:

- (a) No less than once every twelve (12) months (or more frequently if required due to changes in Contractor's operating environment), the Contractor will conduct a scheduled Business Continuity Plan maintenance and management review (including Crisis Management Plan) which must be completed with participation of both CMHC and the Contractor for those Services which are determined by CMHC to be critical or material to CMHC.
- (b) The Contractor and CMHC will identify (if applicable) any areas where improvement in the Business Continuity Plan is required and recommend appropriate steps to achieve such improvements.

5. Testing

The Contractor will implement a Business Continuity Requirements testing process as follows:

- (a) The Contractor will test the Business Continuity Arrangements no less than once every twelve (12) months (or more frequently if required due to changes in the Contractor's operating environment).
- (b) The Contractor's testing strategies will (i) demonstrate that the Contractor's Business Continuity Arrangements have the ability to sustain the Services until permanent operations are re-established, and (ii) include the testing scope and objectives / success factors, which clearly define what functions, systems, or processes being provided to CMHC that are going to be tested and what will constitute meeting objectives / a successful test.
- (c) The Contractor's testing strategies will include steps for testing of the technological recovery procedures required by Section 2.II.(c) of this Schedule.
- (d) The Contractor will, together with CMHC, ensure that the breadth and depth of testing activities are commensurate with the importance of the Services

being provided to CMHC.

- (e) The Contractor will have tests conducted pursuant to this Schedule reviewed by Contractor's internal or external auditors.
- (f) Upon request, the Contractor will allow CMHC to participate in tests of the Business Continuity Arrangements.
- (g) The Contractor will notify CMHC as soon as possible if any of the Business Continuity Arrangements fail to complete a successful test as defined in accordance with Section 5(b). Such notice will provide (i) an assessment of such test results, including the identification of any gaps between the Business Continuity Plan and the actual test results, and (ii) the proposed resolution of any deficiencies/failures. The assessment should contain sufficient information so that CMHC can determine if the Contractor's Business Continuity Plan meets the objectives established. Contractor test owners will assign responsibility for resolution of material business continuity problems identified during testing and should track issues to ensure that they are effectively addressed in a timely manner.
- (h) The Contractor will, as part of its annual test, access and execute site testing at any additional recovery sites using the appropriate data backup solution as agreed to in conjunction with CMHC.

6. Assistance with CMHC plans

At CMHC's request, the Contractor will: (i) cooperate and participate to the extent required in the development and implementation of CMHC's business continuity and disaster recovery plans relating to the Services; and (ii) cooperate with and participate in CMHC's tests of such business continuity and disaster recovery plans once each 12-month period beginning on the Effective Date.

MANDATORY**APPENDIX A - Certificate of Submission**

_____ hereby:
Company Name

_____ Procurement Business Number (PBN)

- I. agrees and understands that submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal, agrees to be bound by the terms and conditions in the draft Agreement in the event that the proponent is selected by CMHC to enter into a contract;
- II. agrees to comply with all of the draft Agreement MANDATORY clauses in an unaltered form as stated;
- III. 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;
- IV. offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in section 2 of the RFP;
- V. 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;
- VI. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
- VII. 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;
- VIII. certifies that this proposal was independently arrived at, without collusion;
- IX. 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 an Agreement or favourable treatment under an Agreement;
- X. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- XI. 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;
- XII. (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).
- XIII. agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement.
- XIV. 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.
- XV. 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 _____, 20____ 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-1 - Evaluation Table**Design Services**

| EVALUATION CRITERIA | A | B | C | D |
|--|---------------------|------------------|----------------|--------------|
| | WEIGHT 100 Total | POINTS 0 to 5 | UPSET SCORE | SCORE AxB |
| Section A - Proponent Experience, Service Methodology and Proposed Solution | 20 | | 60 | |
| Section B – Transition Approach | 4 | | 12 | |
| Section C - Continuous Improvement Capability, Value-Added, Innovation & Transformation | 7 | | 21 | |
| Section D – Governance and Contract Management | 4 | | 12 | |
| Section E - Design Services Specific Rated Requirements | 25 | | 75 | |
| Pricing Proposal | 35 | | | |
| SUBTOTAL | | | | |
| Oral Presentation for short listed proponents only | 5 | | | |
| TOTAL | 100 | | | |

The upset score is the minimum score to meet in order to be evaluated further

APPENDIX B-2 - Evaluation Table

Centralized Printing, Finishing, Digitization and Distribution Services

| EVALUATION CRITERIA | A | B | C | D |
|--|---------------------|------------------|----------------|--------------|
| | WEIGHT 100 Total | POINTS 0 to 5 | UPSET SCORE | SCORE AxB |
| Section A - Proponent Experience, Service Methodology and Proposed Solution | 15 | | 45 | |
| Section B – Transition Approach | 9 | | 27 | |
| Section C - Continuous Improvement Capability, Value-Added, Innovation & Transformation | 7 | | 21 | |
| Section D – Governance and Contract Management | 4 | | 12 | |
| Section F - Centralized Print, Finishing, Digitization and Distribution Specific Rated Requirements | 18 | | 54 | |
| Pricing Proposal | 38 | | | |
| SUBTOTAL | | | | |
| Oral Presentation for short listed proponents only | 9 | | | |
| TOTALS | 100 | | | |

The upset score is the minimum score to meet in order to be evaluated further

APPENDIX C - RFP Schedules**RFP Schedule #**

1. **Non-Disclosure Agreement** **MANDATORY**
2. **Current State Assessment**
3. **Services Responsibility Matrix**
4. **Service Level Requirements**
 - 4-1 **Design Services**
 - 4-2 **Centralized Printing, Finishing, Digitization, and Distribution Services**
5. **Pricing Response Workbook** **MANDATORY**
 - 5-1 **Pricing Response Workbook – Design Services**
 - 5-1 (a) **Annexe to Pricing Response Workbook – Design Services (Design Samples)**
 - 5-2 **Pricing Response Workbook – Centralized Printing, Finishing, Digitization and Distribution Services**
6. **CMHC Office Locations**
7. **Technology Environment and Hardware** **MANDATORY**
8. **Travel Approval Form**
9. **CMHC Travel Policy**
10. **Content for Rated Requirement Design Section 4.7 (Question #36)**
 - 10 a. **Photo 1 - Cattroll-380 - people**
 - 10 b. **Photo 2 - Cattroll-28 – housing**
 - 10 c. **Text for Design Sample**
11. **Integrated Marketing and Communications Strategy**
12. **CMHC Branding Guide**

MANDATORY**APPENDIX D - Compliance Checklist**

- | | |
|--|----------------------------|
| <input type="checkbox"/> Submission Deadline | Section 2.3.1 |
| <input type="checkbox"/> Site Visit | Section 2.21 |
| <input type="checkbox"/> Offering Period | Section 2.7 |
| <input type="checkbox"/> Key Personnel | Section 3.6, 3.7 and 3.8 |
| <input type="checkbox"/> Covering Letter | Section 4.3 |
| <input type="checkbox"/> Table of Contents | Section 4.4 |
| <input type="checkbox"/> Executive Summary | Section 4.5 |
| <input type="checkbox"/> Proponent's Qualifications | Section 4.6 |
| <input type="checkbox"/> Response to Statement of Work | Section 4.7 |
| <input type="checkbox"/> Schedule #5-1 and/or 5-2 Pricing Response Workbook | Sections 4.10 and 4.11 |
| <input type="checkbox"/> Certificate of Submission | Section 1.7 and Appendix A |