



REQUEST FOR PROPOSAL

FOR

English-to-French translation, concordance check and proofreading services

Date issued: February 12, 2018

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Solicitation closes: February 28, 2018

Originating department: Canada Mortgage
and Housing Corporation (CMHC)

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Canada



TABLE OF CONTENTS

1	SECTION 1 GENERAL INFORMATION	1
1.1	OVERVIEW OF SECTION 1	1
1.2	INTRODUCTION AND SCOPE	1
1.3	CMHC BACKGROUND.....	1
1.4	PURPOSE OF REQUEST FOR PROPOSAL.....	2
1.4.1	<i>SERVICE PROVIDERS</i>	2
1.5	SCHEDULE OF EVENTS.....	2
1.6	MANDATORY REQUIREMENTS	3
1.7	PROCUREMENT POLICY RE: THE ENVIRONMENT.....	3
1.8	PROONENT FEEDBACK	3
1.9	INCOME TAX REPORTING REQUIREMENT	4
2	SECTION 2 SUBMISSION INSTRUCTIONS	5
2.1	OVERVIEW OF SECTION 2	5
2.2	CERTIFICATE OF SUBMISSION MANDATORY	5
2.3	DELIVERY INSTRUCTIONS AND DEADLINE.....	5
2.4	INQUIRIES	6
2.5	COMMUNICATION	7
2.6	PROONENT CONTACT.....	7
2.7	OFFERING PERIOD MANDATORY.....	7
2.8	CHANGES TO SUBMISSION	7
2.9	ACCEPTABLE ALTERNATIVE.....	8
2.10	LIABILITY FOR ERRORS.....	8
2.11	VERIFICATION OF PROONENT’S RESPONSE	8
2.12	OWNERSHIP OF RESPONSES	8
2.13	PROPRIETARY INFORMATION	8
2.14	CORPORATION IDENTIFICATION.....	9
2.15	DECLARATION RE: GRATUITIES	9
2.16	CONFLICT OF INTEREST	9
2.17	DECLARATION RE: BID RIGGING AND COLLUSION.....	10
2.18	JOINT VENTURE RESPONSES	10
2.19	INTELLECTUAL PROPERTY RIGHTS	10
2.20	NON-DISCLOSURE OF CMHC INFORMATION.....	10
3	SECTION 3 STATEMENT OF WORK	12
3.1	OVERVIEW OF SECTION 3	12
3.2	MANDATORY REQUIREMENTS.....	12
3.3	STATEMENT OF WORK.....	12
3.4	SECURITY CLEARANCE MANDATORY.....	16
4	SECTION 4 PROPOSAL REQUIREMENTS	17
4.1	OVERVIEW OF SECTION 4	17
4.2	MANDATORY PROPOSAL REQUIREMENTS	17
4.3	COVERING LETTER	17
4.4	TABLE OF CONTENTS.....	18
4.5	EXECUTIVE SUMMARY	18
4.6	PROONENT’S QUALIFICATIONS MANDATORY.....	18
4.7	RESPONSE TO STATEMENT OF WORK MANDATORY.....	20
4.8	PROJECT MANAGEMENT PLAN MANDATORY.....	20
4.9	FINANCIAL INFORMATION MANDATORY.....	20

4.10	PRICING PROPOSAL MANDATORY	21
5	SECTION 5 EVALUATION AND SELECTION	23
5.1	OVERVIEW OF SECTION 5	23
5.2	LIMITATION OF DAMAGES	23
5.3	EVALUATION TABLE	23
5.4	EVALUATION METHODOLOGY	23
5.5	FINANCIAL EVALUATION	24
5.6	PROPONENT SELECTION	24
6	SECTION 6 PROPOSED CONTRACT	25
6.1	OVERVIEW OF SECTION 6	25
6.2	MANDATORY CONTRACT TERMS AND CONDITIONS	25
6.3	PROPOSED CONTRACT	25
7	SECTION 7 APPENDICES	44
	APPENDIX A MANDATORY	44
	CERTIFICATE OF SUBMISSION	44
	APPENDIX B	45
	EVALUATION TABLE	45
	APPENDIX C	46
	MANDATORY COMPLIANCE CHECKLIST	46

1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

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

1.2 Introduction and Scope

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with three suppliers (hereafter referred to as the “proponents”) for the provision of English-to-French translation, concordance check and proofreading services, on an as-requested basis, in the field of housing for the National Housing Strategy and various fields, including administration, human resources, finance and security, for the intranet.

The contracts shall be for a period of three (3) years with an optional renewal period of one (1) year, not to exceed a cumulative total of four (4) years. The total budget for the contracts is not expected to exceed \$1,600,000, which will be shared among the three suppliers.

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

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

1.3 CMHC Background

CMHC is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children and Social Development and Minister Responsible for Canada Mortgage and Housing Corporation, the Honourable Jean-Yves Duclos.

CMHC has more than 2,000 people located at its National Office in Ottawa, and at various business centres throughout Canada. The business centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies and Territories.

1.4 Purpose of Request for Proposal

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

1.4.1 Service Providers

CMHC’s contracting and procurement activities are decentralized among CMHC’s National Office in Ottawa and five business centres throughout Canada.

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

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

1.5 Schedule of Events

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

Date	Activities
February 12, 2018	Request for Proposal issued
February 21, 2018	Deadline for questions
February 28, 2018	Submission deadline
March 2018	Evaluation
March 2018	Selection of proponent(s)
March 26, 2018	Contract award

1.6 Mandatory Requirements

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

Mandatory requirements are identified in:

- Section 2 – Submission Instructions
- Section 4 – Proposal Requirements
- Section 6 – Proposed Contract
- Appendix A – Certificate of Submission

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

1.7 Procurement Policy re: The Environment

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

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

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

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

1.8 Proponent Feedback

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

Proponents may submit comments labelled as *Proponent Feedback RFP No. 201703514* to the name and address provided in Section 2.4.

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

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

1.9 Income Tax Reporting Requirement

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

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

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

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

2.2 Certificate of Submission

Mandatory

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

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

2.3 Delivery Instructions and Deadline

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

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

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

Upon receipt of proposals, an automated confirmation will be issued to the sender's email 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 thirty (30) minutes of submission.

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

Address for Delivery

Proposals, including all supporting documentation, are to be sent electronically to the following email address:

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: RFP file no. 201703514

Format

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

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

Proposal Opening and Verification Period

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

Submission Deadline

Mandatory

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

2:00 p.m., local Ottawa time, on February 28, 2018.

Proposals arriving late will be automatically rejected, and the sender will be so notified by email.

2.4 Inquiries

All questions regarding this RFP must be sent by email to the following:

Camille Attia
Procurement Advisor
Email: cattia@cmhc-schl.gc.ca

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received less than **fourteen (14) calendar days** prior to the closing date.

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

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

2.5 Communication

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

2.6 Proponent Contact

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

2.7 Offering Period

Mandatory

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

2.8 Changes to Submission

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

2.9 Acceptable Alternative

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

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

2.10 Liability for Errors

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

2.11 Verification of Proponent's Response

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

2.12 Ownership of Responses

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

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

2.13 Proprietary Information

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

2.14 Corporation Identification

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

2.15 Declaration re: Gratuities

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

2.16 Conflict of Interest

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

2.17 Declaration re: Bid Rigging and Collusion

In submitting its proposal, the proponent certifies that:

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

2.18 Joint Venture Responses

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

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

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

2.19 Intellectual Property Rights

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

2.20 Non-Disclosure of CMHC Information

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

subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

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

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

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

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

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

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

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

3.2 Mandatory Requirements

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

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

The Mandatory Compliance Checklist is located in Appendix C (Section 7).

3.3 Statement of Work

The purpose of this RFP is to contract with suppliers having the required skills and expertise to provide English-to-French translation, concordance check and proofreading services, on an as-requested basis, in the field of housing for the National Housing Strategy and various fields, including administration, human resources, finance and security, for the intranet.

Proponents must have the ability to provide these services using the Microsoft Suite and provide the finished product in the same format as the original text provided (see “Finished Work” for further details).

General

The suppliers will provide, on an as-requested basis, English-to-French translation, concordance check and proofreading of approximately 1,400,000 words per year. **Suppliers will most often be asked to perform the work on a rush basis and outside normal hours.**

Meetings

The suppliers will meet with CMHC as requested to discuss any items pertaining to the management of the contract or any updates.

Nature of the Services

The English-to-French translation, concordance check and proofreading services required herein shall be referred to as “The Work.” The Work to be performed on an as-requested basis concerns the field of housing for the National Housing Strategy and various fields, including administration, human resources, finance and security, for the intranet.

Translation

To translate is to render the message of the source text accurately (fidelity to the author) in a target language that is correct and appropriate to the subject matter and the reader. Texts are evaluated in accordance with the rules of standard English and French usage, as laid down by recognized authorities. It should be noted that standard English and French include valid Canadianisms.

Suppliers are expected to use CMHC’s terminology database, which will be supplied by Linguistic Services.

CMHC uses LogiTerm™ in an effort to establish a more standardized, streamlined and cost-effective translation process.

When a translation request is made to CMHC Linguistic Services department, the documents will first be run through LogiTerm™, and matching results will either be identical to previously translated segments or highly similar.

Consequently, portions of assignments to suppliers may include pre-translated texts from LogiTerm™, which will reduce the time and effort required by the suppliers to complete the translation, resulting in an expected cost reduction to CMHC.

Suppliers will be expected to:

- a) review the assignment and complete the translation as required;
- b) verify the matching results from LogiTerm™;
- c) ensure the accuracy of the entire document; and
- d) identify possible issues with the pre-translated portions for CMHC to address.

Concordance Check

A concordance check involves revising translated documents and, if necessary, translating changes and/or missing information in accordance with CMHC terminology.

It also involves making sure that the documents meet good quality standards and are appropriately worded for their intended audience and that the translation has rendered the message of the source text accurately (fidelity to the author) in a target language that is correct and appropriate to the subject matter and the reader.

Proofreading

Proofreading means comparing the laid-out document with the manuscript to ensure that all text has been transferred; checking for typographical errors and format inconsistencies; reading proofs of edited manuscripts; checking the accuracy of running heads and changes made to type in mock-up, page breaks, locations of art, page numbers in the table of contents and cross-references, if necessary.

Method of Evaluating Texts

The suppliers, resulting from this Request for Proposal (RFP) process, must ensure that the instructions are followed and are expected to ensure constant quality and consistency of the work. Suppliers are expected to ensure that all translations are revised by a third party (translator or reviser). All agreed upon deadlines are to be met. All deliverables should be ready for use.

Linguistic Services will monitor the quality and may follow up with the supplier about required adjustments, style preferences, terminology problems, etc. Where changes have been made to a text, the changes may be communicated to the supplier, who is expected to take them into account in future work.

Linguistic Services will evaluate the quality of the work done by the contractor, whether it is translation, concordance check or proofreading, using the ratings and the definitions of major and minor errors given below.

The percentage of errors is established based on the number of words in the original text (for example, a text of 1,000 words with 10 errors, contains 1% errors).

When the quality assessment is performed on samples (portions of the text), the percentage of errors is based on the number of words in the samples.

The deliverables must be satisfactory, which means they must contain no major errors and no more than 1% minor errors.

A major error means:

1. the failure to render an essential element of the message; this may be in the form of a meaningless word or phrase, a mistranslation, gibberish, or an unjustified addition or omission;
2. the evident failure to consult the terminology database provided by Linguistic Services;
3. the lack of lexical or terminological uniformity, when such uniformity is essential;
4. the use of an incorrect name for a product or a program to which all or a large part of the text is devoted;
5. an error in a figure that constitutes an important element of the message; or
6. a translation that is inappropriate to the subject matter or the reader (vocabulary, tone, style).

A minor error means:

1. the failure to render a secondary element or an unjustified addition of same;
2. the failure to use CMHC terminology, where the mention of an incorrect name for a product or a program is of secondary importance; or
3. a language error, for example, a gallicism, an anglicism, inaccuracy or grammatical error.

In the event that CMHC deems the work unsatisfactory, CMHC may withhold up to 20% of the amount due on the work order. In addition, if instructions and/or deadlines agreed upon are not met, an additional deduction of 20% could apply.

Terminology Support

Translators requiring assistance with terminology or needing clarity are to complete the Terminology Request form and send it by email to linguistic_services@cmhc.ca.

Because of the limited internal resources of Linguistic Services, it is important not to wait until the last minute to submit a terminology request.

Suppliers that notice errors in the terminology database or other pre-translated segments provided by Linguistic Services can send the records or documents to be corrected to linguistic_services@cmhc.ca.

Method of Counting Words

Where the text to be translated includes charts and statistics, and CMHC cannot provide an electronic version of the document, the words counted will include all numbers to be transposed or modified. However, if the numbers do not have to be transcribed, they will not be counted.

Where the text to be translated includes charts and statistics, and CMHC does provide an electronic version, the numbers will not be counted.

Where the text to be translated consists of changes made to certain sentences that have already been translated, all the words in the sentences in question will be counted, and the supplier will agree to provide the complete translated text.

Where there is a disagreement on the word count, CMHC will do a recount, the result of which will be considered final.

Finished Work

Finished work shall be done using the Microsoft Suite (which includes Word, PowerPoint and Excel), in the same format as the original document provided.

CMHC may ask that the file be provided in PDF format. When the electronic version of a document (in Adobe Professional, for example) is to be proofread, the supplier must make the corrections in said document.

CMHC will send the text to the supplier through a secure MFT site or by prepaid courier. The supplier will return the final product to CMHC through the secure MFT site, **with notification to linguistic_services@cmhc.ca that a pending translation awaits download**, or by prepaid courier.

Deliverables submitted **are not** to include notes from the translator, questions, highlights or multiple choices. If a translated text needs to be returned to CMHC before all outstanding issues have been resolved, notes from the translator must be sent in a separate document.

3.4 Security Clearance

Mandatory

Security clearance at secret level is mandatory for the firm and the resources.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

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

No.	Item
4.3	Covering Letter
4.4	Table of Contents
4.5	Executive Summary
4.6	Proponent's Qualifications
4.7	Response to Statement of Work
4.8	Project Management Plan
4.9	Financial Information
4.10	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.

Proposals should contain detailed responses and references to any attached substantiating documentation. Responses and substantiating documentation should be clear, direct and grouped together with an index provided to make it easy for the evaluators to locate a particular response or substantiating item.

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

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

4.3 Covering Letter

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

- (a) A short description of the company or joint venture/consortium (maximum three pages).
- (b) The names of the principals.
- (c) The primary contact person with respect to this RFP: the individual's name, address, phone number and email address.
- (d) The locations of primary and all other offices that would be servicing the contract.

4.4 Table of Contents

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

4.5 Executive Summary

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

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

4.6 Proponent's Qualifications

Mandatory

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

- (a) A brief description of the firm, age, organization, operations, security clearance of the firm and number of employees.
- (b) References: provide two references for contracts of a similar nature, which the proponent currently holds or has held over the past two (2) years. For each contract, the following information must be provided: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of work provided by the proponent.
- (c) Resumés of all individuals assigned to the project, highlighting education and number of years of experience (minimum of five years) in the relevant fields of expertise (housing for the National Housing Strategy and various fields, including administration, human resources, finance and security, for the intranet). This information is to be provided in **Addendum A**, which forms part of this RFP document. Proof of security clearance must be provided with each resumé.

ADDENDUM A

Mandatory

TRANSLATION FROM ENGLISH TO FRENCH, CONCORDANCE CHECK FROM ENGLISH TO FRENCH AND PROOFREADING IN FRENCH

Individuals who will be assigned to the project (please add pages as required)

Resumés must be attached to this table

Name	Services – Years of Experience (minimum of five years)			Education
	Translation	Concordance Check	Proofreading	

4.7 Response to Statement of Work

Mandatory

In this section, the proponent must provide detailed information relative to the specifications listed in Section 3, Statement of Work, including proof of security clearance at secret level as per Section 3.4.

The English-to-French translation, concordance check and proofreading services required herein shall be referred to as “The Work.” The Work to be performed on an as-requested basis concerns the field of housing for the National Housing Strategy and various fields, including administration, human resources, finance and security, for the intranet.

Suppliers will most often be asked to perform the work on a rush basis and outside normal hours.

4.8 Project Management Plan

Mandatory

The proponent must describe its project management plan including:

- (a) Project Management Approach. The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Mandatory Quality. The proponent shall describe its approach to quality control and response mechanisms in the case of errors, omissions, delays, etc. All translations must be revised by a third party (translator or reviser) prior to delivery.
- (c) Non-Disclosure of CMHC Information. The proponent shall describe how it will keep unclassified, confidential or secret CMHC information.
- (d) Interface with CMHC. The proponent shall describe and explain:
 - its interface points with CMHC,
 - all interface mechanisms, and
 - the way in which interface issues and difficulties will be resolved (for example, in the case of a power outage).

4.9 Financial Information

Mandatory

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

4.10 Pricing Proposal

Mandatory

All rates 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 proponent must submit firm price rates for each of the services (English-to-French translation, concordance check and proofreading).

Rates are to be submitted in the table provided below (**Addendum B**).

Regular rate: Applies to work done during normal business hours based on the daily production rate indicated in the table.

Rush rate: Applies to work done on weeknights, weekends or statutory holidays and/or where the number of words exceeds the daily production rate indicated in the table.

ADDENDUM B – Pricing

Mandatory

SERVICE	Regular Rate <i>for initial contract of three (3) years</i>	Rush Rate <i>for initial contract of three (3) years</i>	Regular Rate <i>for optional extension of one (1) year</i>	Rush Rate <i>for optional extension of one (1) year</i>
Translation (English to French) (1,700-2,000 words per day)	<i>(rate per word – maximum of two decimal places)</i>	<i>(rate per word – maximum of two decimal places)</i>	<i>(rate per word – maximum of two decimal places)</i>	<i>(rate per word – maximum of two decimal places)</i>
Concordance check (English to French) (5,000-6,000 words per day)	<i>(hourly rate)</i>	<i>(hourly rate)</i>	<i>(hourly rate)</i>	<i>(hourly rate)</i>
Proofreading (French) (6,000-8,000 words per day)	<i>(hourly rate)</i>	<i>(hourly rate)</i>	<i>(hourly rate)</i>	<i>(hourly rate)</i>

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

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

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

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

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

5.2 Limitation of Damages

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

5.3 Evaluation Table

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

5.4 Evaluation Methodology

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

Each compliant proposal shall be individually evaluated by each member of the Evaluation Committee, made up of qualified personnel. Evaluators shall evaluate and numerically score each proposal in accordance with the evaluation criteria as shown in the Evaluation Tables,

Appendix B (Section 7). Once individual evaluations are complete, the Evaluation Committee will discuss and agree upon a final score for each proposal.

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

Proponents' responses will be evaluated on the extent to which they meet the requirements. No pricing is to be provided in proposals for any potential miscellaneous ad hoc work that may be requested by CMHC.

Proponents' proposals should therefore contain detailed responses and references to any attached substantiating documentation. Responses and substantiating documentation should be clear, direct and grouped together to make it easy for the evaluators to locate a particular response or substantiating item.

The proponent submitting the lowest price proposal will receive the maximum 10 points on the standard CMHC evaluation scale of 1 to 10. Other proponents will receive a prorated score out of 10 based on the relative proportion of their price to the lowest price.

The proponent(s) with the highest overall score will be named the lead proponent(s) with whom CMHC will endeavour to contract.

5.5 Financial Evaluation

CMHC may carry out a credit and/or financial capacity check on the lead proponent before beginning contract discussions. The financial evaluation will be based on the information supplied by the proponent as per Section 4.9 of this RFP.

5.6 Proponent Selection

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

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

Announcement of the successful proponent will be made to all proponents following the signing of a contract.

6 SECTION 6 PROPOSED CONTRACT

6.1 Overview of Section 6

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

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

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

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

6.2 Mandatory Contract Terms and Conditions

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

6.3 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFP.

PROPOSED CONTRACT

CMHC FILE No.

THIS AGREEMENT made this ____ day of _____, _____.

BETWEEN

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

(hereinafter referred to as “CMHC”)

AND

(hereinafter referred to as “the Contractor”)

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

Article 1.0 - The Work

1.1 The Contractor covenants and agrees to provide English-to-French translation, concordance check and proofreading services required by CMHC on an as-requested basis. **Suppliers will most often be asked to perform the work on a rush basis and outside normal hours.** The Contractor also agrees to meet with CMHC as required.

Article 2.0 - Term of the Agreement

2.1 This agreement shall be for a period of three (3) years, commencing on March 26, 2018, and ending on March 25, 2021. The contract may be renewed for one (1) additional period of one (1) year, at the sole discretion of CMHC.

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

Article 3.0 - Financial

3.1 In consideration of the carrying out of the work, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates as provided in their proposal (Addendum B) dated _____. Notwithstanding this however, CMHC's total financial liability under the terms and conditions of the agreement shall not exceed \$1,600,000 (which will be shared among the three suppliers), including the initial term of three (3) years and one (1) optional renewal period of one (1) year. The contractor's pricing provided to CMHC in their proposal will form part of the contract and will be fixed for the cumulative total of four (4) years.

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

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

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

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

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

3.6 All invoices, notices and requests for payment must make reference to this contract by quoting **CMHC file number 201703514** and be forwarded weekly to CMHC by email to linguistic_services@cmhc.ca.

Article 4.0 - General Terms and Conditions

4.1 Contract Termination

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

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

4.2 Contract Administrator

CMHC has assigned a contract administrator to oversee the contract (see article 5.1). The Contractor shall be expected to name a counterpart representative.

4.3 Contract Renewal

This Contract may be renewed, at the sole discretion of CMHC, for one (1) additional period of one (1) year, not to exceed a cumulative total of four (4) years, including the initial term. At its discretion, CMHC shall, within thirty (30) days prior to contract termination, advise the Contractor in writing of CMHC's wish to either extend or terminate the Contract.

4.4 Assignment of the Contract

MANDATORY

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

4.5 Contractor's Indemnification

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

4.6 Liquidated Damages

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

4.7 Termination for Default of Contractor

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

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

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

3. A change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired, by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this contract;

4. The Contractor commits fraud or gross misconduct; or

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

In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the contract or out of termination, payment will be made within thirty (30) days of the date of

the invoice from CMHC to the Contractor for the value of all finished work delivered and accepted by CMHC, such value to be determined in accordance with the rate (s) specified in the contract.

4.8 Procedures on Termination

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

4.9 Non-Compliance or Default by Contractor

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

4.10 Force Majeure

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

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

4.11 Compliance With Laws

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

4.12 Provincial Laws Governing Agreement

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

4.13 Independent Contractor

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

4.14 Contractor's Authority

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

4.15 Corporation Identification

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

4.16 Intellectual Property Rights

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

4.17 Non-Disclosure of CMHC Information

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

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

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

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

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

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

4.18 Confidentiality

MANDATORY

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

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

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

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

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

4.19 House of Commons

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

4.20 Binding

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

4.21 Scope of Agreement

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

4.22 Income Tax Reporting Requirement

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

4.23 Conflict of Interest

MANDATORY

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

4.24 Approval of Work

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

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

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

4.25 Ownership

- (a) The quarterly reports and any other reports prepared exclusively for the Corporation shall remain the property of the Corporation and all copyrights thereto are the property of the Corporation and neither the Contractor nor its servants or agents shall divulge, release or publish any such documentation.
- (b) Any and all other information relating to the Corporation and obtained by the Contractor during the course of execution of its duties under this Agreement shall remain the property of the Corporation and shall not be used in any way or disclosed to anyone without the prior written consent of the Corporation.

4.26 Insurance

A) Commercial General Liability Insurance

The Contractor will provide and maintain Commercial General Liability insurance with an insurer license 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 liability;
- broad-form property damage;
- blanket contractual liability;
- employer's liability (or confirmation that all employees including subcontractors and independent contractors are covered by workers' compensation);
- non-owned automobile liability;
- Canada Mortgage and Housing Corporation to be added as additional insured;
- 30-day prior written notice of cancellation to Senior Advisor, Corporate Insurance, 700 Montreal Road, Ottawa, Ontario K1A 0P7; and
- contractor's liability to include operations of independent contractors (if not provided, then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFP).

B) Professional (Errors and Omissions) Liability

The Contractor will provide and maintain Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000. The policy will provide 30-day prior written notice of cancellation to the Senior Advisor, Corporate Insurance, 700 Montreal Road, Ottawa, Ontario K1A 0P7. Coverage is to include the employees of the proponent and supplier and their contract employees (if applicable) as named insureds. 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) Automobile insurance

The Contractor will provide and maintain automobile insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000. The civil liability will be for all motor vehicles used by the Contractor in the performance of this Agreement.

Other conditions

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

All insurance policies required to be maintained by Contractor pursuant to this article 4.26 (Insurance) shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it.

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

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

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

4.27 Access to CMHC Property

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

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

4.28 Suspension of Work and Changes in Specifications

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

4.29 Extras

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

Article 5.0 - Contract Administration

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

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

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

Phone: ____ - ____ - _____

Email: _____

for Contractor: _____

Phone: ____ - ____ - _____

Email: _____

Article 6.0 - Contract Documents

6.1 The Contract documents consist of the following:

- (a) this form of Agreement as executed _____;
- (b) CMHC's Request for Proposal dated _____;
- (c) the Contractor's submitted Proposal dated _____; and
- (d) all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

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

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

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

SCHEDULE A – THE WORK

TERMS OF REFERENCE

1. Statement of Work

The suppliers will provide, on an as-requested basis, English-to-French translation, concordance check and proofreading of approximately 1,400,000 words per year. This contract shall be for a period of three (3) years commencing on March 26, 2018, and ending on March 25, 2021, and may be renewed for one (1) additional period of one (1) year, at the sole discretion of CMHC.

The English-to-French translation, concordance check and proofreading work to be performed on an as-requested basis concerns the field of housing for the National Housing Strategy and various fields, including administration, human resources, finance and security, for the intranet.

Suppliers will most often be asked to perform the work on a rush basis and outside normal hours.

Translation

To translate is to render the message of the source text accurately (fidelity to the author) in a target language that is correct and appropriate to the subject matter and the reader. Texts are evaluated in accordance with the rules of standard English and French usage, as laid down by recognized authorities. It should be noted that standard English and French include valid Canadianisms.

Suppliers are expected to use CMHC's terminology database, which will be supplied by Linguistic Services.

CMHC uses LogiTerm™ in an effort to establish a more standardized, streamlined and cost-effective translation process.

When a translation request is made to CMHC Linguistic Services department, the documents will first be run through LogiTerm™, and matching results will either be identical to previously translated segments or highly similar.

Consequently, portions of assignments to suppliers may include pre-translated texts from LogiTerm™, which will reduce the time and effort required by the suppliers to complete the translation, resulting in an expected cost reduction to CMHC.

Suppliers will be expected to:

- a) review the assignment and complete the translation as required;
- b) verify the matching results from LogiTerm™;
- c) ensure the accuracy of the entire document; and
- d) identify possible issues with the pre-translated portions for CMHC to address.

Concordance Check

A concordance check involves revising translated documents and, if necessary, translating changes and/or missing information in accordance with CMHC terminology.

It also involves making sure that the documents meet good quality standards and are appropriately worded for their intended audience and that the translation has rendered the message of the source text accurately (fidelity to the author) in a target language that is correct and appropriate to the subject matter and the reader.

Proofreading

Proofreading means comparing the laid-out document with the manuscript to ensure that all text has been transferred; checking for typographical errors and format inconsistencies; reading proofs of edited manuscripts; checking the accuracy of running heads and changes made to type in mock-up, page breaks, locations of art, page numbers in the table of contents and cross-references, if necessary.

Finished Work

Finished work shall be done using the Microsoft Suite (which includes Word, PowerPoint and Excel), in the same format as the original document provided.

CMHC may ask that the file be provided in PDF format. When the electronic version of a document (in Adobe Professional, for example) is to be proofread, the supplier must make the corrections in said document.

CMHC will send the text to the supplier through a secure MFT site or by prepaid courier. The supplier will return the final product to CMHC through the secure MFT site, **with notification to linguistic_services@cmhc.ca that a pending translation awaits download**, or by prepaid courier.

Deliverables submitted **are not** to include notes from the translator, questions, highlights or multiple choices. If a translated text needs to be returned to CMHC before all outstanding issues have been resolved, notes from the translator must be sent in a separate document.

Linguistic Services will monitor the quality and may follow up with the supplier about required adjustments, style preferences, terminology problems, etc. Where changes have been made to a

text, the changes may be communicated to the supplier, who is expected to take them into account in future work.

CMHC expects the firm to ensure consistency in the work by using the CMHC terminology and reference documents provided, to meet deadlines and to follow instructions. All deliverables should be ready for use. These are the basic factors that define CMHC's expectations of quality. Suppliers are expected to ensure that all translations are revised by a third party (translator or reviser) prior to delivery. In the event that CMHC deems the work unsatisfactory, CMHC may withhold up to 20% of the amount due on the work order. In addition, if instructions and/or deadlines agreed upon are not met, an additional deduction of 20% could apply, as detailed in Section 3, Statement of Work.

The person responsible for the contract on behalf of CMHC is Lynn Chartrand.

SCHEDULE B

MANNER OF PAYMENT

The Contractor must allow thirty (30) days from delivery of invoice for payment without interest charges.

The Contractor cannot invoice prior to performance of the service or delivery of the goods.

The Contractor will send an invoice weekly.

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

7 SECTION 7 APPENDICES

APPENDIX A

MANDATORY

Certificate of Submission

_____ hereby:
Company Name Procurement Business Number (PBN)

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

Signed this ____ day of _____, 2018, 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

Evaluation Table

EVALUATION CRITERIA English-to-French translation, concordance check and proofreading services				
	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE A × B
The proponent must be able to handle approximately 1,400,000 words per year and all services required. The proponent must be prepared to perform the work on a rush basis and outside normal hours (as indicated in paragraph 3.3, Statement of Work, under General). The proponent must have security clearance at secret level (paragraph 3.4). The proponent must provide references (paragraph 4.6) and, as detailed in Addendum A, resumés of the individuals assigned to the project.	<input type="checkbox"/> pass <input type="checkbox"/> fail			
<u>Section 4, paragraph 4.6</u> The proponent's resumés will be evaluated based on the following information: - Education - Experience	50		N/A	
<u>Section 4, paragraph 4.8</u> The proponent must show the steps taken to ensure the quality and consistency of the work.	20		N/A	
<u>Section 4, paragraph 4.8</u> The proponent shall describe and explain its interface points with CMHC, all interface mechanisms, and how interface issues and difficulties will be resolved (for example, in the case of a power outage).	10		N/A	
<u>Section 4, paragraph 4.10</u> <u>Pricing Proposal</u> The proponent submitting the lowest price proposal will receive the maximum 10 points on the standard CMHC evaluation scale of 1 to 10. All other proponents will receive a prorated score out of 10 based on the relative proportion of their price to the lowest price submitted.	20		N/A	
TOTALS	100			

APPENDIX C

Mandatory Compliance Checklist

- | | | |
|--------------------------|---|-----------------------|
| <input type="checkbox"/> | Submission Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Security Clearance | Section 3.4 |
| <input type="checkbox"/> | Proponent's Qualifications (Addendum A) | Section 4.6 |
| <input type="checkbox"/> | Response to Statement of Work | Section 4.7 |
| <input type="checkbox"/> | Project Management Plan | Section 4.8 |
| <input type="checkbox"/> | Financial Information | Section 4.9 |
| <input type="checkbox"/> | Pricing Proposal (Addendum B) | Section 4.10 |
| <input type="checkbox"/> | Proposed Contract | Section 6 |
| <input type="checkbox"/> | Certificate of Submission | Section 7, Appendix A |