



REQUEST FOR STANDING OFFER

FOR

Solutions Lab Consulting Services

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Research

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1 SECTION 1 GENERAL INFORMATION

1.1 DEFINITIONS AND APPLICABLE DOCUMENTS

The following list of definitions and acronyms is not exhaustive, but is intended to ensure clarity of understanding of critical terms used within this Statement of Work (SOW).

Term/Acronym	Definition
RFSO	Request for Standing Offer
SO	Standing Offer, an overarching agreement between CMHC and a qualified supplier to provide services on an as-and-when-required basis. An SO does not constitute a contract. Individual service requirements will be initiated via a Call-up document duly authorized by the Project Authority. Upon acceptance of the Call-up by the Standing Offer Holder, the Call-up forms a binding contractual commitment.
Call-up	Pursuant to an SO, a document prepared by CMHC and issued by the Project Authority to the Standing Offer Holder to proceed with the required work; and which will contain requirements for the provision of said services, which will be consistent with the SOW, and may consist of any combination of the required services listed in section 3.5, Scope of Work.
Project Authority	<p>The Project Authority is responsible for the management of the SO and any changes to the SO must be authorized in writing by the Project Authority.</p> <p>The Standing Offer Holder is not to perform work in excess of or outside the scope of the SO unless otherwise directed by the Project Authority.</p> <p>The Project Authority is also the representative of the department or agency for whom the work is being carried out under the contract and is responsible for all matters concerning the technical content of the work under the SO.</p>
Procurement Advisor	The Procurement Advisor oversees the procurement process and ensures the process is completed in a fair and transparent manner. The PA acts as a point of contact for all inquiries during the procurement process.
Offeror	The proponent/supplier submitting a proposal to this RFSO
Standing Offer Holder	The qualified Solutions Lab Consulting Services provider awarded an SO pursuant to the competitive selection process.
SOW	Statement of Work.
Solutions Lab	<p>The inclusive process of reframing issues and co-creating solutions with the collaboration of stakeholders representing a wide range of interests and expertise. Solution labs can be either Micro or Macro Labs and generally include a series of phased activities including:</p> <ul style="list-style-type: none"> • Definition – establish scope and reframe issue • Discovery – generate insight through big data and user insight • Development – co-develop new ideas through stakeholder input • Delivery – test and refine shared ideas and proposals • Roadmap – communicate clear path to solution uptake

Micro Lab	<p>Solutions Labs that:</p> <ul style="list-style-type: none"> • can be completed within an accelerated time frame (typically up to 6 months) • focus on targeted issue or specific phase of the solutions lab process
Macro Lab	<p>Solutions Labs that are considered to extend beyond Micro Solutions Labs and may:</p> <ul style="list-style-type: none"> • address complex issues that require longer term time frames (up to one year) • span the full range of lab phases including prototype testing, and road map development • require a range of expertise in the Consulting team • require a greater depth of project management capacity
Solutions Lab Consulting Services	Individuals and organizations with expertise in the provision of Solutions Lab services which can include background research, team recruitment and engagement, facilitation services, prototype development, report writing, and road map development.
Solutions Lab Primary Partner	The problem owner or identifier. Can be internal to CMHC, or external agency/individual. May or may not provide additional funding to CMHC funding through this Standing Offer.
Solutions Lab Team	Participant members who bring diverse experience, viewpoints, knowledge, or expertise to the issue being addressed within the Solutions Lab
NHS	National Housing Strategy
CMHC	Canada Mortgage and Housing Corporation

In addition to any provisions contained within the SO, the following documents and websites may provide further useful information to the Offeror in determining the context of this requirement, as well as its size and scope:

- a) A Place to Call Home – Canada`s National Housing Strategy
<https://www.placetocallhome.ca/pdfs/Canada-National-Housing-Strategy.pdf>
- b) The Service Design Playbook (beta version one) BC Government Communications and Engagement <https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/services-policies-for-government/service-experience-digital-delivery/service-design-playbook-beta.pdf>
- c) Welcome to Policy Lab – Introduction to the UK Policy Lab, Autumn 2017 edition
<https://www.slideshare.net/Openpolicymaking/policy-lab-slide-share-introduction-final>

1.2 Overview of Section 1

This section provides general information about Canada Mortgage and Housing Corporation (CMHC) and in particular about this Request for Standing Offer (RFSO).

1.3 Introduction and Scope

CMHC wishes to enter into Standing Offers (SOs) with a selection of vendors (hereinafter referred to as “Offerors”) for the purpose of providing consulting services for Solutions Lab activities on an “as and when requested” basis when called upon to do so under a Standing Offer (SO). CMHC is seeking to establish SOs across two (2) service streams, as follows:

- ***Stream 1: Micro Lab services***
- ***Stream 2: Macro Lab services***

The duration of these Standing Offers will be for a three (3) year term.

CMHC will have the right to refresh the Standing Offer by seeking new suppliers to submit offers on the first anniversary of the initiation of the Standing Offer.

The total dollar value of resulting Call-ups from this Standing Offer (SO) will not exceed \$3 million dollars annually.

More detailed specifications can be found in Section 3, “Statement of Goods and/or Services”

1.4 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 & Territories.

Canada’s National Housing Strategy (NHS) provides \$241 M over 10 years to undertake research and demonstration to promote the development of affordable and inclusive housing for all Canadians. Research gaps and policies to support housing across the continuum (from homelessness to homeownership) will be addressed and developed through NHS funded research, demonstration, advisory panels, academic networks, and Solutions Labs.

NHS supported Solutions Labs will seek to bring together key stakeholders from diverse backgrounds to examine priority area housing issues, and co-develop practical, tangible, and feasible solutions that can be tested and implemented in a reasonable time frame.

Offerors may visit CMHC’s Web site at: <http://www.cmhc-schl.gc.ca/>

1.5 Purpose of Request for Standing Offers (RFSO)

CMHC will use this RFSO to retain a source list of qualified Offerors to provide the goods and/or services outlined herein on an “as-and-when requested” basis.

In a RFSO process, offers and Offerors are qualified in terms of ability to satisfy the stated mandatory criteria, while also providing pricing for the goods and/or services that will be provided to CMHC.

The existence of these SOs does not provide the selected Standing Offer Holders with any exclusive rights to the provision of goods and/or services outlined herein. CMHC reserves the right to contract with other suppliers if required.

It should be recognized that requirements fluctuate significantly. CMHC cannot provide assurances as to the minimum value of work under any SO.

Standing Offer Holders will be selected, in CMHC’s exclusive determination, for subsequent individual Call-ups (projects/assignments) based on the suitability and the availability of each given Standing Offer Holder for any particular project, in accordance with the procedures set out in section 1.12.

1.6 Schedule of Events

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

Date	Activities
March 5, 2018	Request for Standing Offer (SO) issued
March 16, 2018	Submission of questions deadline
April 3, 2018	Offer Submission deadline
April 17, 2018	Evaluation and selection of Offerors
April 23, 2018	Announcement of successful Offerors
April 24, 2018	De-briefing of unsuccessful SO Offerors as requested

1.7 Terms and Conditions of Standing Offer and Any Resulting Call-Up

The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this RFSO and any resulting Call-up, as though expressly set out herein, subject to any other express terms and conditions herein contained.

1.8 RFSO Potential Offerors

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various Business Centres throughout Canada.

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

CMHC utilizes the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC Source list. All Offerors **must** be registered with **Public Works and Government Services Canada** prior to submitting an offer. The Procurement Business Number (PBN) provided by this registration must be included with your offer. 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.

1.9 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 Offerors (including the Offeror's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Offerors will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of any Call-up resulting from this RFSO.

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

1.11 Call-ups against a Standing Offer

Call-ups against this Standing Offer will be on an as-and-when-required basis. CMHC does not guarantee that any Standing Offer Holder will be awarded a Call-up. Upon being called up, any Standing Offer Holder may accept or decline the proposed work.

Notwithstanding the above, CMHC reserves the right to Call-up Standing Offer Holders at its discretion. The Standing Offer Holder may accept or decline the assignment.

The Standing Offer Holder will sign and remit the signed Call-up against Standing Offer Form to CMHC prior to the commencement of the work. The Call-up against Standing Offer, signed by both parties, constitutes written approval for the Standing Offer Holder to begin the work.

1.12 Quantity

The quantity of any goods and level of services specified in the RFSO are only an approximation of requirements given in good faith. In submitting an offer to this RFSO, the Offeror acknowledges that any quantities provided are estimates only, and testifies to its ability to accommodate increases or decreases in workload as they occur.

The making of a standing offer proposal by the Offeror shall not constitute a Standing Offer with CMHC, and the Offeror shall not rely on the offer to order any or all of the said goods or services.

The acceptance of a Standing Offer from an Offeror by CMHC does not necessarily mean that any Call-ups will be made against said standing offer. CMHC may or may not make one or more Call-ups against the standing offer.

2 SECTION 2 INSTRUCTIONS, TERMS AND CONDITIONS FOR SUBMITTING AN OFFER IN RESPONSE TO THIS REQUEST FOR STANDING OFFER (RFSO)

2.1 Overview of Section 2

The purpose of Section 2 is to inform the Offeror about CMHC's offer submission requirements pertaining to this RFSO process.

2.2 Certificate of Submission Mandatory

The Certificate of Submission, Appendix A, summarizes some of the mandatory requirements set out in the RFSO. All Offeror offers Must include a Certificate of Submission (or an accurate reproduction) signed by the Offeror.

Offerors must submit a signed Certificate of Submission as part of their offer. Should an Offeror not include the signed Certificate of Submission the Offeror 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 offers to the exact specified proposal delivery address is the sole responsibility of the Offeror. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror. 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 offer, not the time the offer was sent by the Offerors.*

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

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

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

Address for Delivery

Offers, 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: RFSO, file # 201800455

Format

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

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

Offer Opening and Verification Period

All EBID offers received on or before the closing date and time specified in this RFSO, will be opened for evaluation purposes and verified by CMHC. If at that time, CMHC is unable to open an offer, the Offeror will be so advised and provided an opportunity to resubmit an openable version within 2 hours from notification.

Offer Submission Deadline

Mandatory

Your offer **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 Tuesday, April 3, 2018

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

2.4 Inquiries

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

*Camille Attia, Senior Procurement Advisor
cattia@cmhc-schl.gc.ca*

Information given verbally by any person within CMHC shall not be binding upon CMHC. Offerors must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFSO. CMHC cannot guarantee a reply to inquiries received after March 16, 2018.

All written questions submitted which in the opinion of CMHC affect all Offerors, will be answered by CMHC in writing and distributed to all Offerors by e-mail or GETS. All identification related to the inquiry will be removed in the response. Any questions of a

proprietary nature must be clearly marked. CMHC will determine, at its sole discretion, whether it will respond to the question.

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

2.5 Communication

During offer evaluations, CMHC reserves the right to contact or meet with any individual Offeror in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant goods and/or services. An Offeror 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 Offerors for this purpose.

2.6 Offeror Contact

The Offeror shall name a person in their offer 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

All responses **MUST** provide that the terms of the response including the pricing offer, shall remain valid and binding on the Offeror for a period of **90 days** following the closing date.

2.8 Changes to Offer

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

2.9 Liability for Errors

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

2.10 Verification of Offeror's Offer

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

2.11 Ownership of Offers

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

All information regarding the terms and conditions, financial and/or technical aspects of the Offeror's offer, 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**. Offerors' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, Offerors 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.

2.12 Proprietary Information

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

2.13 Corporation Identification

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

2.14 Declaration re: Gratuities

In submitting its offer, the Offeror certifies that no representative for the Offeror 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 Call-up or favourable treatment under a Call-up.

2.15 Conflict of Interest

- (a) The Offeror and its principals, employees and agents shall avoid any conflict of interest during the term of this Standing Offer 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.

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- (b) The Offeror 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 Offeror's duties to that third party and the Offeror'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 Standing Offer and any outstanding Call-ups resulting from the SO. All portions of the Services which have been completed at the date of termination of any Call-up resulting from the SO shall be forwarded to CMHC and CMHC shall be liable for payment to the Standing Offer Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Standing Offer Holder's obligations under the Call-up. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Standing Offer Holder.

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 Call-up which may arise from this Standing Offer.

2.16 Declaration re: Bid Rigging and Collusion

In submitting its offer, the Offeror certifies that:

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

2.17 Intellectual Property Rights

- a) For the purpose of this RFSO, Intellectual Property shall include all information, materials, reports and other work product produced under any Call-up resulting from this Standing Offer.
- b) CMHC shall retain all rights which it holds in any pre-existing Intellectual Property and shall be the sole owner of all rights in any Intellectual Property developed in the course of the Work, irrespective of the manner in which the Intellectual Property comes into existence (hereinafter referred as « CMHC Intellectual Property»). The Standing Offer Holder agrees to acknowledge CMHC's rights in the CMHC Intellectual Property upon request by CMHC.
- c) The Standing Offer Holder shall have no right in the CMHC Intellectual Property except as may be granted in writing by CMHC. The Standing Offer Holder shall not divulge, release, copy, modify or publish the CMHC Intellectual Property without the prior written consent of CMHC.

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- d) Nothing in this Contract shall affect the ownership of any pre-existing Intellectual Property rights in any tools, methodologies, databases and materials used to produce the CMHC Intellectual Property.
- e) Where a Subcontractor may create CMHC Intellectual Property in the course of the Work, the Standing Offer Holder is solely responsible for ensuring that all rights in the Intellectual Property are transferred to CMHC in compliance with clause 2.17.
- f) In the event the Standing Offer Holder intends to incorporate intellectual property belonging to a third party, or derivatives thereof, into the work, the Standing Offer Holder represents and warrants that it has secured all necessary rights to grant CMHC the right to copy, publish, modify, create derivatives of, the third party information, to grant any licenses described herein and to carry on any other activities described or contemplated in this Standing Offer.
- g) CMHC may, upon written request grant- the Standing Offer Holder a non-exclusive, perpetual, revocable, world-wide and royalty-free license to (copy/use/publish/modify etc.) any CMHC Intellectual Property which it develops in the course of the Work for any purpose except commercial exploitation in competition with CMHC.

2.18 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 fulfill the requirements of the Standing Offer, 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 Standing Offer Holder, reseller, agent or any other person engaged to perform the Services under the Standing Offer.

The Standing Offer Holder 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 Standing Offer Holder further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Standing Offer Holder shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services under any Call-up awarded as a result of the Standing Offer.

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

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

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, person or body, the Standing Offer Holder 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 Standing Offer Holder also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in cooperation 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.

2.19 Offeror's Procurement Business Number (PBN)

As a potential supplier to CMHC, you are required to obtain a Procurement Business Number (PBN). The PBN is created using your Canada Revenue Agency Business Number to uniquely identify your company and its branches, division, or offices, where appropriate.

All Canadian companies **MUST** have a PBN prior to the award of any Standing Offer as a result of this RFSO. Non-Canadian companies are strongly encouraged to obtain a PBN.

Companies may register for a PBN in the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC Source list. All Offerors **must** be registered with **Public Works and Government Services Canada** prior to submitting an offer. The Procurement Business Number (PBN) provided by this registration must be included with your offer. 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.

2.20 Costs Associated with the Preparation of Offers

No payment shall be made for costs incurred in the preparation or submission of an offer in response to this RFSO for any reason whatsoever, including cancellation of this pre-qualification instrument at any time by CMHC.

No payment shall be made for costs incurred before receipt of a signed Call-up form under any resultant SO.

3 SECTION 3 STATEMENT OF GOODS AND/OR SERVICES TO BE COVERED UNDER THE STANDING OFFER (SO)

3.1 Overview of Section 3

This section of the RFSO is intended to provide Offerors with the information necessary to develop a qualifying offer. The Statement of Goods and/or Services is a complete description of the goods and/or services that may be required under this SO.

3.2 Statement of Goods and/or Services

Micro and Macro Solutions Lab services – Standing Offers

3.2.1 BACKGROUND

CMHC has committed to engaging with stakeholders from diverse backgrounds to address obstacles facing affordable housing provision in Canada through the Solutions Lab process. CMHC will work collaboratively with stakeholders to re-define key issues and co-develop housing solutions that are feasible, practical, and ultimately implementable for a range of topics including but not limited to affordability, inclusivity, and sustainability. Solutions may include new or altered policies, practices, processes, regulations, services, or technologies.

Depending on the nature of the Solutions Lab, the complexity of the issue being addressed, and the range of activities undertaken, it is envisioned that Labs can be completed either within a 1-6 month time frame (Micro Lab) or 7-12 month time frame (Macro Lab).

Solutions Lab participants (team members) may include:

- Subject matter experts in the field of housing or related areas of housing provision (e.g. health, finance, energy efficiency, etc.)
- Local, community, municipal, regional, provincial, territorial, and federal stakeholders
- Academia
- Association members, not for profits, non-government organizations etc.
- First Nations, Inuit and Métis representatives
- Private sector interests e.g. developers, builders, etc. and
- Individuals with “lived” experience

3.2.2 ACTIVITIES

CMHC is seeking Solutions Lab Consulting Services that can provide expertise in the following phased activities, which include:

1. Definition – establish scope and reframe issue

- Confirm commitment, funding, accountability, and project understanding by project sponsors (CMHC and others) and Lab Participants.
- Confirm scope, expectations, resources, and constraints.
- Confirm nature of the issue/problem – wicked (ill defined) or tame (well defined)
- Develop engagement strategy
- Recruit and confirm Lab participants
- Develop workplan, privacy impact assessment, project charter partnership agreement, and recruiting logistics.

Example of Deliverables: partnership agreement, governance structure, critical path

Outcomes and results: clear understanding and expectation by project sponsors, Lab Consultants, and Lab Participants

2. Discovery – generate insight through big data and user insight

- Understand the current state of the issue based on a range of research methodologies. Examples include:
 - o Desk research and comparative analysis of existing approaches
 - o Field research, ethnographic studies, shadowing, user segmentation
 - o Research – site visits, interviews, co-design workshops, diary study
 - o Metrics research – behavioural analytics and KPIs, surveys
 - o Analysis – preparation, research analysis workshop, journey mapping workshop, metrics design workshop, reporting

Examples of Deliverables: personas and scenarios, design principles, research findings report, journey maps, service evaluation form, opportunity log

Outcomes and results: understanding of current situation from a range of Solutions Lab stakeholder perspectives, model meaningful metrics – understanding end user and stakeholder needs to understand what matters.

3. Development – co-develop new ideas through Solutions Lab stakeholder input

- Ideation - explore and co-develop potential solutions (e.g. practices, policies, technologies, or processes) to accelerate improvements. Establish strategic direction for future solutions and opportunities for immediate improvement. Examples of activities include:
 - o Workshops – logistics, supplies, participants
 - o Opportunity workshop – research briefing, presentation of current scenario, journey map, storyboard, evidence safari, film ethnography etc.

- Opportunity selection and priority – prioritization tool, prototype to validate
- Initial blueprint workshop – extend journey mapping with organizational layers
- Blueprint design and development
- Future business model workshop

Example of Deliverables: expanded opportunity log, feature value matrix, project model canvas – future, journey maps – future, initial service blueprint

Outcomes and results: alternative approach to solutions development generating a range of workshopped opportunities and options for consideration.

4. Prototype and Test/Delivery – test and refine shared ideas and proposals

- Make ideas tangible so they can be understood, tested, refined, and improved.
- Manage risk by creating and testing multiple solutions with end users to increase value from opportunities.
- Prototype across touchpoints, time, and levels of realism.
- Test concepts through a range of activities. Examples include:
 - Prototype preparation – select touchpoints and interactions, comparative evaluation, policy check-in, choose prototyping methods/media, business origami, lego/playmobil, roleplay, poster, brochure, etc.
 - Prototype workshops
 - Prototype design and development – refine, design and produce prototypes based on workshop if workshop output requires additional design and production
 - Recruiting and logistics
 - Prototype testing – design review/critique, concept testing, usability testing, diary study in pilot group

Deliverables: prototypes, evaluation reporting

Outcomes and results: proof of concept, risk mitigation through the exploration and evaluation of multiple potential solutions.

5. Roadmap – communicate clear path to solution uptake

- Communicate a clear path to realize opportunities and follow vision.
- Establish shared understanding, priorities, and plans through communication and visualization. Examples include:
 - Review prototypes
 - Blueprint finalization
 - Roadmap workshop
 - Roadmap recommendation report
 - Roadmap visualization
 - Detailed swim-lanes
 - Case study submission/debriefing

Deliverables: final blueprint, roadmap report, roadmap infographic, case study of project

Outcomes and results: clear set of priorities and timeframes for action to deliver identified solution elements, clear connection between developed solutions and authorities having jurisdiction to implement change, clearly articulated value and benefits of solutions implementation to all stakeholders.

(Source: this list of general solutions lab activities has been derived from the BC Government Communications and Public Engagement Service Design Playbook and serves as an example only)

For the purposes of this solicitation:

Stream 1 - Micro Solutions Lab are considered to provide lab services that typically:

- can be completed within an accelerated time frame (typically up to 6 months)
- focus on targeted issue or specific phase of the solutions lab

Offerors for micro solutions labs can provide targeted skills sets for specific phases but do not require the full complement of skill sets need to address a macro lab.

Stream 2 - Macro Solutions Lab are considered to extend beyond micro solutions lab services and may:

- address complex issues that require longer term time frames (up to one year)
- span the full range of lab phases including prototype testing, and road map development
- require a range of expertise in the Consulting team
- require a greater depth of project management capacity

Offerors for macro solutions labs must provide the full complement of skill sets necessary to deliver any and all phases of a solutions lab as defined here.

3.3 Eligibility and Scoring

To be eligible for Solutions Lab Consulting Services, Offerors must meet the minimum eligibility requirements (section 3.4 below), and demonstrate at least three core competency areas and one specialized knowledge area(s) (as described in section 3.5) in the Solutions Lab Consulting Services stream they are applying to. There is no requirement for Offerors to be bilingual; unilingual Offerors will not be disadvantaged in the evaluation of proposals. However, the ability to work in both French and English will be required for some projects contracted under this RFSO.

After being screened for the minimum requirements, personnel proposed by the Offeror will be evaluated in the core competencies and specialized knowledge area(s) which will be scored based on projects completed in the last 5 years, and their relevance or transferability to housing. Recent

project examples from the last five years that support the areas of core competency and specialization must be provided to support the evaluation and scoring of submissions by CMHC.

3.4 Minimum Eligibility Requirements

The Offeror must provide the services of one (1) or more qualified resources within the following resource category, as specified in the Call-up, in accordance with the mandatory qualification criteria (identified below):

Principal Lab Consultant	Responsible for and manages the Solutions Lab project and lab team, ensuring that the project is developed, performed and completed within the agreed upon time, resources (including cost) and performance parameters. Has lead role in overall quality assurance for the project and serves as primary point of contact with CMHC.
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In addition to the required resource category above, the Offeror may provide the services of qualified resources within one (1) or more of the following optional or supporting resource categories, if so offered within the Offeror's proposal, as specified in the Call-up, in accordance with the mandatory qualification criteria (identified below):

Consultant team member expertise	Member activities
Data scientist, Research advisor, Ethnographic researcher	Undertakes background research to support issue definition, capture of key end user information to inform solutions lab discovery phase
Innovation analyst	Provide strategic analysis to support lab activities and direction
Systems / Service designer	Provide support for lab solutions through improved service or systems design
Stakeholder engagement specialist	Ensures key stakeholders representing diverse range of expertise, experience, and insight to an issue are brought to the lab process
Facilitation and consultation expert	Provides on the ground facilitation expertise at each engagement session (lab event).
Communications officer	In charge of communications strategy for each phase of the solutions lab
Visual communications designer	In charge of visual communications pieces e.g. website design, lab materials, infographics, video, etc.
Technology specialist	Provides digital expertise and tools utilized as part of the lab process e.g. collaborative technology, audio visual requirements, etc.
Subject-Matter Expert	Provides specialized knowledge to support background research, issue reframing, and solutions generation
Service stimulation and testing analyst	Optimizes opportunities identified through process mapping, tests new prototypes, models, etc.

Logistical, resources, travel, technology support	Administrative function to ensure Solutions labs are effectively organized and supported.
Report writer	Ensures documentation of background research, Lab activities, and final reporting to CMHC.

3.4.1 Principal Lab Consultant:

Minimum requirement:

- Post-secondary education (i.e. Degree, diploma or certificate) or equivalent experience in the social sciences, economics, engineering, architecture, project management, design thinking, facilitation, etc.
- A minimum of five (5) years of hands-on experience in Solutions Lab facilitation management, strategic design, etc.;
- Experience managing at least five (5) significant Solutions Lab projects.

3.4.2 Consultant Team members:

- Post-secondary education (i.e. Degree, diploma or certificate) or equivalent experience in the a field related to their expertise
- Experience working on at least three (3) significant projects/assignments related to their expertise in the last five years.

3.4.2 Subject Matter Experts:

- Post-secondary education (i.e. Degree, diploma or certificate) in the a field related to their expertise; or
- A minimum of five (5) years of experience working in a field related to their expertise. Examples include the following:
 - Social and affordable housing policy (Canadian and International)
 - Social policy (Canadian and International)
 - Social and economic outcomes of housing
 - Housing Finance, innovative financing for affordable housing (e.g. social finance, social investment funds etc.)
 - Social return on investment
 - Sustainable housing and communities
 - Social inclusion
 - Housing needs of Canadians (e.g., new comers, people with disabilities, youth)
 - Housing and community development

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- Housing and wrap-around services
 - Gender-Based Analysis Plus (GBA+) (see definition by Status of Women Canada)
 - Intersectional analysis
 - Senior's housing, adaptable and accessible housing, universal design
 - Indigenous housing needs, community capacity development; expertise working in Indigenous housing
 - Northern, remote and rural housing
 - Poverty in relation to housing deprivation
 - Other specialty knowledge/experience areas Offerors may have and choose to highlight

3.5 Scope of Work

Through Micro Lab and/or Macro Lab services the Offeror will support CMHC as it identifies and addresses issues facing Canada's housing system with particular emphasis on improving housing conditions, better meeting housing needs and enhancing affordability, environmental efficiency, and social inclusiveness.

Due to the varied nature of the work sought under both streams, CMHC anticipates there will be future requirements for which a Standing Offer Holder will need to seek additional subject-matter expertise in order to supplement its internal experience or knowledge on a specific topic or theme and may need to do so from sources outside of its internal resource capacity.

3.5.1 *Stream 1: Micro Lab services*

As specified in any resulting Call-up(s) under the SO, the Standing Offer Holder must provide one (1) or more of the activities outlined in section 3.2.2 to CMHC without limitation.

3.5.2 *Stream 2: Macro Lab services*

As specified in any resulting Call-up(s) under the SO, the Standing Offer Holder must provide ALL of the activities outlined in section 3.2.2 without limitation.

3.6 Other requirements

In any resulting Call-up(s) under the SO, all successful Standing Offer Holders will be expected to provide a certificate of insurance commensurate with the tasks, as determined by CMHC, and as per the terms and conditions in section 6.3 Article 4.21.

4 SECTION 4 OFFER REQUIREMENTS

4.1 Overview of Section 4

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

Response #	
4.2	Covering Letter
4.3	Table of Contents
4.4	Offeror's Qualifications
4.5	Response to Statement of Goods and/or Services
4.6	Project Management and Communication
4.7	Financial Information
4.8	Pricing

Elaborate or unnecessarily voluminous offers are not desired. Offerors are encouraged to take care in completely answering questions and offer requirements and to avoid submitting extraneous materials that do not show how the Offeror is able to meet SO requirements.

Requirements for each Response Item are detailed below.

4.2 Covering Letter

A covering letter, of no more than 3 pages, on the Offeror's letterhead shall be submitted and include the following Offeror profile information:

- (a) The full legal name of the entity submitting the proposal
- (b) A brief description of the company or joint venture/consortium.
- (c) Confirmation of the service stream (Stream 1- Micro Lab, Stream 2 - Macro Lab) against which the Offeror is responding
- (d) The names of the personnel included in the Offer and expertise
- (e) The primary contact person with respect to this RFSO: the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available.
- (f) The locations of primary and all other offices that would be servicing any Call-ups issued from this SO.
- (g) The location of CMHC information if outside of Canada or Confirmation that CMHC Information will remain in Canada

4.3 Table of Contents

The Offeror shall include a Table of Contents using the response item headings and numbering system identified in 4.1 of this section of the RFSO. The response should be paginated for easy referencing by the evaluation committee.

4.4 Offeror's Qualifications Mandatory

The Offeror's offer MUST include information about the Offeror's qualifications as follows:

- (a) A detailed description of the firm and service delivery specialization.
- (b) Detailed résumés for all project personnel who would be assigned to the CMHC account.
- (c) References: A list of five (5) contracts or projects of a similar size and scope which the Offeror currently holds or has held over the past 5 years (section 3.4.1). For each contract, the following information is required: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of services provided by the Offeror.

4.5 Response to Statement of Goods and/or Services Mandatory

In this section, the Offeror MUST provide detailed information relative to the specifications listed in Section 3, The Statement of Goods and/or Services to be covered under this Standing Offer (SO). Information to be submitted includes:

1. Personnel Project Experience

Evidence of relevant experience for each proposed Personnel (section 3.4.2) including:

- a) Duration of the project (in months or indicated by start and end date);
- b) A brief description of the work performed;
- c) The value of the work (contract or funding value); and
- d) An identification of the client for whom the work was performed.

2. Sample Materials

Evidence of relevant writing and communication ability through the provision of an example of:

- a) A solutions lab summary report addressing the results of either a micro or macro lab as defined herein
- b) Sample of tools used within the lab
- c) Graphic or presentation materials developed during or after the lab, and
- d) Other pertinent materials based on the Offerors speciality.

3. Scenario Response and Work Approach

Proposed work plan and methodology for sample scenario provided in Appendix D including:

- a) Understanding of the Work as described within the Scenario
- b) Proposed work plan for the sample scenario including preliminary milestones and anticipated use of personnel
- c) Planned methodologies, tools and technologies utilized to perform the work
- d) Quality and control processes utilized
- e) Identification of potential challenges to successful completion of the work on time and on budget

4.6 Project Management Plan

Project Management Approach: The Offeror shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority for the personnel in this offer.

Quality Control: The Offeror shall describe its approach to quality control including: details of the methods used in ensuring quality of the goods and/or services, and response mechanisms in the case of errors, omissions, delays, etc.

Status Reporting to CMHC: The Offeror shall describe its status reporting methodology including details of written and oral progress reporting methods.

Interface with CMHC: The Offeror shall describe and explain its interface points with CMHC, all interface mechanisms, and how interface issues and difficulties will be resolved.

4.7 Financial Information

Mandatory

4.7.1 Credit Check

Sole proprietorships and partnerships must provide a statement contained within their offer giving written permission for CMHC to perform a credit check as required. This requirement can be satisfied by signing the Certificate of Submission (section 7 Appendix A).

4.7.2 Financial Capacity

CMHC reserves the right to conduct an assessment of the potential Offeror(s) financial capacity. Should the Offeror be selected as a Standing Offer Holder following the RFSO evaluation and qualification process, CMHC will request the necessary financial statements to confirm the financial capacity of the Offeror. At that time, the potential Offeror must provide to CMHC the following information, as appropriate, upon 72 hours of CMHC's request:

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

Partnerships, Corporations, Joint Ventures and Consortiums:

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

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

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

4.8 Pricing

Mandatory

The Offeror Must include per diem rates, hourly rates and any other pre-determined rates associated with the delivery of the services described in this RFSO for each of the positions identified for this offer.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate offers and qualify Offerors. Receipt of a Standing Offer does NOT automatically mean that a Standing Offer Holder will receive subsequent Call-ups.

CMHC reserves the right to accept or reject any or all offers in whole or in part.

CMHC shall conduct the RFSO process in a visibly fair manner and will treat all Offerors equitably. To this end, it has established objective RFSO standards and evaluation criteria which will be applied uniformly to all Offerors. Therefore, no Offeror shall have any cause of action against CMHC arising out of a failure to award a Standing Offer, the failure to evaluate any offer, or the methods by which an offer is qualified.

5.2 Limitation of Damages

The Offeror, by submitting an offer, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Offeror in preparing its offer for matters relating to the Standing Offer in respect of the SO process, and the Offeror, by submitting an offer, waives any claim for loss of profits if no SO is made with the Offeror.

5.3 Evaluation Table

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

5.4 Evaluation Methodology

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

Each substantially compliant offer shall be evaluated by an Evaluation Committee made up of qualified personnel. Each Committee member shall evaluate and numerically score each offer in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B".

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

Each compliant offer that meets the minimum upset scores in each category shall then be awarded a Standing Offer (SO).

5.5 Technology Security Evaluation

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

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

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

The Standing Offer Holder 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 Standing Offer Holder as part of CMHC's review and change disposition. Upon request from CMHC I&T Security Risk Management the lead Standing Offer Holder will provide assurance that security controls are being managed in accordance with a **PROTECTED B** environment throughout the life of the Contract. The Standing Offer Holder 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 Offeror Selection

Acceptance of an offer does not oblige CMHC to incorporate any or all of the accepted offers into a Standing Offer, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at Satisfactory Standing Offers with one or more parties. CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate offer included in any Offeror's offer.

Without changing the intent of this RFSO or the qualifying Offerors' offer, CMHC will enter into discussions with the qualifying Offerors for the purpose of finalizing Standing Offers. If at any time CMHC decides that any qualified Offeror cannot satisfy CMHC's requirements, CMHC may terminate negotiations.

Announcement of the successful Offerors will be made to all Offerors following the notification of the Standing Offer Offerors.

5.7 Financial Review

CMHC will carry out a credit check and/or a financial capacity on the lead Offerors before beginning SO discussions. This is a pass/fail test. Pass means that SO discussions begin. Fail means that the lead Offerors may not enter into SO discussions and are disqualified from further consideration. The financial review will be based on the information supplied by the Offeror as per Sections 4.7.1 and 4.7.2 of this RFSO.

6 SECTION 6 TERMS AND CONDITIONS OF STANDING OFFER AND ANY RESULTING CALL-UPS FROM THIS STANDING OFFER

6.1 Standing Offer

The attached Standing Offer and resulting Call-ups Terms and Conditions forms section 6.3 of this RFSO and will be a part of any Call-ups raised against this SO.

6.2 Mandatory Terms and Conditions

The terms and conditions, or sections of the Standing Offer Terms and Conditions that are labelled mandatory must be accepted by the Offeror without alteration.

6.3 Standing Offer and Any Resulting Call-up Terms and Conditions

Article 1.0 - The Services

1.1 The Standing Offer Holder covenants and agrees to provide _____ on an 'as and when needed' basis for _____. CMHC will issue a written call up to the Standing Offer Holder when CMHC requires the Standing Offer Holder's Services. Each call up issued shall be subject to the terms and conditions of the Standing Offer. Upon the issue of a call up, the Standing Offer Holder shall provide the services as detailed in the Call-up and in accordance with the Statement of Goods and/or Services.

1.2 The Standing Offer Holder acknowledges that the Standing Offer does not guarantee that CMHC will issue a Call-up to the Standing Offer Holder and that call ups will be issued at the sole discretion of CMHC.

1.3 Option to Source Requirements Outside the Standing Offer

CMHC reserves the right to source requirements outside of the SO, via any means (sole source, traditional, or electronic tendering), if and when the need arises. CMHC would exercise this option, if, for example, all firms qualified to SO's under either of the two (2) service streams are unavailable to provide services, or should the need arise for resources with subject-matter expertise that are unable to be sourced under the existing SO(s).

Notwithstanding the above, CMHC' goal is to offer work to all qualified Standing Offer Holders, if and when possible, while ensuring that CMHC' requirements for scanning and Macro Lab services are met in a timely manner.

Article 2.0 - Term of the Standing Offer

2.1 The term of the Standing Offer shall be for a period of three (3) years commencing on date and ending on date. CMHC will have the right to refresh the Standing Offer by seeking new suppliers to submit offers on the first anniversary of the initiation of the Standing Offer.

2.2 Notwithstanding Article 2.1 above, CMHC shall conduct an assessment of the Standing Offer Holder's work performed for past assignments and based on this assessment, at no less than thirty (30) days prior to the anniversary date of signing this Standing Offer, CMHC will advise the Standing Offer Holder in writing of their willingness to extend yearly or decision to terminate this Standing Offer.

2.3 Termination

CMHC may terminate a Call-up against a Standing Offer for any reason with no penalty by giving thirty (30) days written notice, at any time during the Term.

In a case of default by the Standing Offer Holder, CMHC may, by giving ten (10) days prior written notice to the Standing Offer Holder, terminate Call-up(s) without charge. The following will constitute events of default:

1. The Standing Offer Holder commits a material breach of its duties under the Call-up against a Standing Offer, unless, in the case of such breach, the Standing Offer Holder, within ten (10) 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 or takes reasonable steps to cure such breach and (b) indemnifies CMHC for any resulting damage or loss;
2. The Standing Offer Holder commits numerous breaches of its duties under this Standing offer that collectively constitute a material breach;
3. A change in control of the Standing Offer Holder 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 Standing Offer Holder are acquired, by any entity, or the Standing Offer Holder is merged with or into another entity to form a new entity, unless the Standing Offer Holder demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Standing offer;
4. The Standing Offer Holder commits fraud or gross misconduct; or
5. The Standing Offer Holder becomes bankrupt or insolvent, or a receiving order is made against the Standing Offer Holder, 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 Standing Offer Holder, or if the Standing Offer Holder takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice is issued, the Standing Offer Holder shall promptly review all work in progress under the Call-up and deliver the work in progress to CMHC with a final invoice. Subject to the deduction of any claim which CMHC may have against the Standing Offer Holder arising out of the Call-up against a Standing Offer or out of termination, payment will be made within thirty (30) days of the date of receipt of the invoice for the value of all finished work delivered and accepted by CMHC, such value to be determined by CMHC in its sole discretion in accordance with the rates specified in the Call-up against a Standing offer.

Upon such payment, CMHC shall have no further obligation of any nature or kind to the Standing Offer Holder.

The Standing Offer Holder shall provide to CMHC any reasonable termination assistance requested by CMHC to allow the Work to continue without interruption or adverse effect and to facilitate the orderly transfer of the Work to CMHC or its designee.

Article 3.0 - Financial

3.1 Fixed Pricing

In consideration of the provision of the Goods and/or Services, as described in Article 1.0, CMHC agrees to pay the Standing Offer Holder an amount based on rates provided in response to Article 4.8 of this RFSO and attached as Appendix “___”.

3.2 Taxes to be Collected by Standing Offer Holder

Standing Offer Holder GST/HST or RST, to the extent applicable and required to be collected by the Standing Offer Holder and specifically agreed between the Standing Offer Holder and CMHC, shall be collected by the Standing Offer Holder on the consideration due and shown as a separate item on an invoice. Where the Standing Offer Holder is required to collect the GST/HST, the invoice issued by the Standing Offer Holder shall show the Standing Offer Holder's GST/HST number. Where the Standing Offer Holder is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Standing Offer Holder shall duly remit to the Canada Revenue Agency any amounts of GST/HST collected on the consideration payable pursuant to this Standing Offer and any resulting Call-ups. The Standing Offer Holder shall remit to the appropriate provincial taxing authorities any amounts of RST or QST collected by the Standing Offer Holder from CMHC pursuant to this Standing Offer and any resulting Call-up.

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

3.3 Invoicing

The Standing Offer Holder shall submit detailed invoices for work completed under a Call-up to CMHC during the Term. The Standing Offer Holder must allow 30 days from delivery of invoice for payment without interest charges. The Standing Offer Holder cannot invoice prior to performance of the service under a Call-up. All invoices, notices and requests for payment must make reference to this Standing Offer by quoting **CMHC file number 201800455** and be forwarded to the Project Authority designated in the Standing Offer.

3.4 Audit

The Standing Offer Holder shall maintain proper records and accounts during the term of the Contract and for a period of three (3) years following the end of the term. The Standing Offer Holder agrees to allow the Corporation's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein.

Any audit will be subject to generally accepted accounting principles.

The Standing Offer Holder 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 Standing Offer Holder in the course of conducting any audit in order to avoid disruption in day-to-day operations.

Article 4.0 - General Terms and Conditions

4.1 Assignment of the Standing Offer

The Standing Offer shall not be assigned in whole or in part by the Standing Offer Holder without the prior written consent of CMHC. It is understood and agreed that the Standing Offer Holder may engage other entities to assist the Standing Offer Holder in providing certain of the services contemplated in a Call-up against a Standing Offer provided that the Standing Offer Holder shall at all times remain responsible for the provision and quality of such services in a manner which fully recognizes and respects the confidential nature of the services. The Standing Offer Holder undertakes to advise such entities in writing that they are independent Standing Offer Holders, and are not employees or agents of CMHC. No assignment of this Standing Offer shall relieve the Standing Offer Holder from any obligation under this Standing Offer or Call-up raised against this or impose any liability upon CMHC.

4.2 Performance Standards And Quality Assurance

In providing services to CMHC, as described in section 3.5 (Scope of Work), the Offeror must, at a minimum, conform to the following Performance Standards:

4.2.1 Efficient time management

a) At the issuance of each Call-up, CMHC will establish with the Standing Offer Holder a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of the Call-up. The Standing Offer Holder must deliver the services on or before the deadlines established by the CMHC Project Authority, as specified within the Call-up. Every effort must be made by CMHC to provide the Standing Offer Holder with reasonable deadlines.

4.2.2 Quality Assurance

a) The Standing Offer Holder must apply a rigorous Quality Assurance methodology to ensure the accuracy, completeness and quality of all deliverables and services submitted to CMHC in fulfillment of any Call-up(s).

b) Each deliverable submitted by the Standing Offer Holder will be monitored for quality by the CMHC Project Authority to determine if the report meets the following quality standards:

i) The report was completed to the satisfaction of the Project Authority and incorporated any offered feedback or direction provided by CMHC upon review of a draft version(s) of the deliverable;

ii) The quantity and quality and depth of the information were sufficient;

iii) The deliverable was consistent with the requirements set out in the contract or in any subsequent Call-up;

iv) The deliverable must be unbiased;

v) The deliverable must be free of any factual errors;

vi) The deliverable must be free of spelling and grammatical errors;

vii) The deliverable must be provided in the official language(s) requested in the Call-up.

4.2.3 In the event the Project Authority indicates that the work completed does not meet CMHC' quality requirements (as set out in *section 4.2.2* above), the Standing Offer Holder must make the necessary corrections at no additional charge to CMHC within a mutually agreed upon time frame. If correction is deemed not possible by the Standing Offer Holder, CMHC reserves the right to reject the related invoice(s).

4.3 Notice Of Non-Compliance

4.3.1 CMHC reserves the right to issue a **Notice of Non-Compliance** to the Standing Offer Holder, in the event the Standing Offer Holder:

Is found to have done work that does not conform to the quality assurance standards indicated in section 4.2.2 or other applicable performance or quality standards as specified within the issued Call-up(s)

4.4 STANDING OFFER HOLDER RESPONSIBILITIES

In fulfilling the terms and conditions of the SO and any resultant Call-up, the Standing Offer Holder agrees to:

4.4.1 Be in possession of the required software and tools required to complete the work;

4.4.2 In response to an issued Call-up, provide (prior to the commencement of work):

a) a work plan and schedule,

b) resource CVs (for any proposed resources), and

c) confirmation of any previously provided estimates of costs/prices;

4.4.3 Complete assigned work according to pre-defined schedules and standards, as outlined in each Call-up;

4.4.4 Work in conjunction and close contact with the departmental personnel and other identified informant/stakeholder communities and organizations;

4.4.5 Ensure that the appropriate Subject-Matter Experts (if required) are part of the team to support, in an on-going manner, the delivery of the work described in the Call-up;

4.4.6 Provide regular status reports, as required, to identify progress, issues, challenges, strategies, and achievements;

4.4.7 Maintain regular contact with departmental representatives; and

4.4.8 As required, liaise with the CMHC Project Authority for meetings, reviews and other related activities.

4.5 Standing Offer Holder's Indemnification

The Standing Offer Holder agrees that none of CMHC, its employees, officers, agents or subcontractors shall be liable for any third party damage, loss or claims in any way related to the provision of the Services by the Standing Offer Holder. The Standing Offer Holder agrees to indemnify and hold harmless CMHC, its officers, employees, agents or subcontractors from and against any loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of an act or omission committed by the Standing Offer Holder during the provision of the Services under a Call-up- whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Standing Offer Holder or one of its employees, officers, agents or subcontractors.

4.6 No Limitation

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

4.7 Non-Compliance or Default by Standing Offer Holder

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

4.8 Force Majeure

In the event that the Standing Offer Holder is prevented from fulfilling its obligations under the terms of a Call-up raised against this Standing Offer by a force majeure or act of Nature (an event or effect that cannot be reasonably anticipated or controlled), the Standing Offer Holder 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 Nature. 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 Nature, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Standing Offer Holder has no reasonable control.

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

4.9 Compliance With Laws

The Standing Offer Holder shall give all the notices and obtain all the licenses and permits required to perform the work under a Call-up. The Standing Offer Holder shall comply with all the laws applicable to the work under a Call-up or the performance of this Standing Offer.

4.10 Laws Governing Standing Offer

This Standing Offer and any Call-up raised against this SO shall be governed by and construed in accordance with the federal laws of Canada and provincial laws as applicable therein. Failure by either party to assert any of its rights under a Call-up raised against this Standing Offer shall not be construed as a waiver thereof.

4.11 Independent Standing Offer Holder

The Standing Offer Holder shall act as an independent Standing Offer Holder for the purposes of this Standing Offer. It and its employees, officers and agents are not engaged as employees of

CMHC. The Standing Offer Holder agrees to so advise its employees, officers, and agents. Without limiting the generality of the foregoing, the Standing Offer Holder shall retain complete control of and accountability for its employees and agents. The Standing Offer Holder 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 Standing Offer Holder.

4.12 Standing Offer Holder's Authority

The Standing Offer Holder 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.

4.13 Corporation Identification

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

4.14 Moral Rights

The Standing Offer Holder warrants that the Standing Offer Holder is the only person who has or will have moral rights in the material created by the Standing Offer Holder and supplied under this Standing Offer and the Standing Offer Holder hereby transfers and assigns to CMHC all of the Standing Offer Holder's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Standing Offer Holder agrees to execute any document requested by CMHC acknowledging such transfer and assignment.

4.15 Intellectual Property Rights

- a) For the purpose of this Contract, Intellectual Property shall include all information, materials, reports and other work product produced under any Call-up resulting from this Standing Offer.
- b) CMHC shall retain all rights which it holds in any pre-existing Intellectual Property and shall be the sole owner of all rights in any Intellectual Property developed in the course of the Work, irrespective of the manner in which the Intellectual Property comes into existence (hereinafter referred as « CMHC Intellectual Property»). The Standing Offer Holder agrees to acknowledge CMHC's rights in the CMHC Intellectual Property upon request by CMHC.
- c) The Standing Offer Holder shall have no right in the CMHC Intellectual Property except as may be granted in writing by CMHC. The Standing Offer Holder shall not divulge, release, copy, modify or publish the CMHC Intellectual Property without the prior written consent of CMHC.

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- d) Nothing in this Contract shall affect the ownership of any pre-existing Intellectual Property rights in any tools, methodologies, databases and materials used to produce the CMHC Intellectual Property.
 - e) In the event the Standing Offer Holder intends to incorporate intellectual property belonging to a third party, or derivatives thereof, into the work, the Standing Offer Holder represents and warrants that it has secured all necessary rights to grant CMHC the right to copy, publish, modify, create derivatives of, the third party information, to grant any licenses described herein and to carry on any other activities described or contemplated in this Standing Offer.
 - f) CMHC may, upon written request grant, the Standing Offer Holder a non-exclusive, perpetual, revocable, world-wide and royalty-free license to (copy/use/publish/modify etc.) any CMHC Intellectual Property which it develops in the course of the Work for any purpose except commercial exploitation in competition with CMHC.

4.16 Photographs

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

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 Standing Offer, 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 Standing Offer Holder, any subcontractor, reseller, agent or any other person engaged to perform the Work under the Call-up.

The Standing Offer Holder 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 Standing Offer Holder further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Standing Offer Holder shall restrict access to CMHC Information to those persons

who have a need to know this information in order to perform the Work under any Call-up raised against the Standing Offer.

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

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

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, person or body, the Standing Offer Holder 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 Standing Offer Holder 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 House of Commons

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

4.19 Scope of Standing Offer

This Standing Offer 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 in the RFSO and in the Standing Offer Holder's response to the RFSO or herein attached as Specifications, Conditions and Addendum. In case of conflicts between the Standing Offer Holder's documents and CMHC's documents, the latter shall govern.

4.20 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 Standing Offer Holder's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Standing Offer Holder(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to the award of any Call-up under this Standing Offer.

4.21 Conflict of Interest

- (a) The Standing Offer Holder and its principals, employees and agents shall avoid any conflict of interest during the term of this SO and any Call-up raised against this SO 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 Standing Offer Holder 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 Standing Offer Holder's duties to that third party and the Standing Offer Holder'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 SO and any Call-up against this SO. 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 Standing Offer Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Standing Offer Holder's obligations under the Call-up. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Standing Offer Holder.
- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2006) in order to derive a direct benefit from any Call-up which may arise from this Standing Offer.

4.22 Approval of Services

Before advancing any amount to the Standing Offer Holder, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Services under a Call-up were 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 Statement of Goods and/or Services attached herein.

In the event the work under a Call-up is not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Standing Offer Holder's default, including, without limitation, the following:

- (a) direct Standing Offer Holder 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 Standing Offer Holder for services rendered pursuant to the Call-up under this Standing Offer
- (c) set off any expenses incurred by CMHC in remedying the default or failures of Standing Offer Holder against payment for payment due or accrued due to the Standing Offer Holder with regards to any Call-up;
- (d) terminate this Standing Offer or any Call-up against this SO for default and /or seek indemnification from the Standing Offer Holder for losses suffered by CMHC as a result of such default.

4.23 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 Standing Offer Holder 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 Standing Offer Holder during the course of execution of its duties under this 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.

4.24 Suspension of Services 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 Standing Offer Holder. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the work, the price specified in the Call-up Against Standing Offer Form shall be adjusted accordingly provided that the Standing Offer Holder 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.

4.25 Replacement of Personnel

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

Insert names of individuals

The Call-up resulting from the Standing Offer to perform the Work (Services) shall be considered as the engagement of the named individual(s) personally, even though CMHC may be engaging the services of the Standing Offer Holder. Major roles in the performance of the Work (Services) may not be assigned to other individuals without obtaining the prior written consent of CMHC.

- (b) In the event that the individuals named in this clause are unable to perform all of the Work (Services) for any reason and CMHC does not accept any replacements proposed by the Standing Offer Holder, CMHC may terminate the Call-up immediately with no further obligation of any kind to the Standing Offer Holder.
- (c) To request CMHC's consent to replace an individual assigned to all or part of the Work (Services), the Standing Offer Holder shall provide CMHC with a description of the qualifications, experience and competencies of the individual being proposed as the replacement. CMHC shall have full discretion to consent or to refuse to consent to the assignment of the Work (Services). All other obligations of the Standing Offer Holder, including timing requirements, will not be affected by a request under this section and will remain in full force and effect.

4.26 Insurance

A) Commercial General Liability Insurance

The Standing Offer Holder 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
- 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 RFSO).

B) Professional (Errors & Omissions) Liability

The Standing Offer Holder will provide and maintain Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000. The policy will provide 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to include the Standing Offer Holder and Standing Offer Holders employees and contract employees (if applicable) as named insured. The Standing Offer Holder shall ensure that the policy is renewed continuously for a minimum period of one (1) year following the expiration or early termination of the Contract.

C) Automobile Insurance

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

Other conditions

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

All insurance policies required to be maintained by the Standing Offer Holder pursuant to this Section 4.27 (Insurance) shall be primary with respect to this Contract and any valid and collectible insurance of CMHC shall be excess of Standing Offer Holder's insurance and shall not contribute to it.

All Certificates of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Section 4.27 (Insurance). In addition, the Standing Offer Holder shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 4.27 (Insurance) intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 4.27 (Insurance).

A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Contract.

Without in any way restricting CMHC's direction to grant or withhold its consent to a request to subcontract pursuant to Section 4.27 (Insurance), the Standing Offer Holder agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Contract 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 Standing Offer Holder 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 Standing Offer Holder at its own expense.

4.27 Extras

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

4.28 Standing Offer Holder/Corporation Relationships

CMHC agrees that the Standing Offer Holder, in the normal course of its normal working relationship with other corporations, can indicate that the Standing Offer Holder has entered into a Standing Offer with CMHC. The Standing Offer Holder agrees, however, that it will not, without the prior written consent of CMHC, reveal or disclose any details concerning the contents of the project of this Standing Offer.

4.29 Business and Technical Environment

4.29.1 Business Environment

4.29.1.1 CMHC's regular working hours are Monday to Friday, 8 a.m. to 5 p.m. Eastern Time.

4.29.1.2 Standing Offer Holders are expected to be capable of providing services within CMHC's regular working hours.

4.29.1.3 There is no requirement for the provision of on-call services.

4.29.2 Technical Environment

4.29.2.1 It is the responsibility of the Standing Offer Holders to ensure that all written deliverables provided are in conformance with CMHC's standard desktop operating software, currently, Microsoft Office Suite 2010 (including Word, Excel, and PowerPoint).

4.29.2.2 The Standing Offer Holder's deployed resources must be proficient in common and specialized research and analytical computing software applications, such as but not limited to

the SAS software suite and IBM SPSS Statistics and related products as required in any resultant Call-up.

4.29.2.3 The Standing Offer Holder may be required to adapt the output of its work to ensure compatibility with the technology within CMHC; and to ensure that its resources are properly trained and equipped to work with this technology.

4.29.2.4 The Standing Offer Holder shall provide its own tools, including all software, computers, and other resources required in order to provide services to CMHC, unless otherwise specified in any resultant Call-up.

4.30 Final Report

- (a) Where a final report is to be prepared, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. More particularly,
 - (i) the body of the report shall include the main factual and analytical information and policy recommendations shall be separated to minimize potential restriction;
 - (ii) policy recommendations and supporting materials (bibliographies, data, etc.) shall be attached as appendices or separate monographs; and
 - (iii) the report shall stipulate that the copyright remains with CMHC.
- (b) The Standing Offer Holder will supply,
 - (i) an executive summary of the main findings and recommendations of the final report;
 - (ii) an abstract describing the contents of the final report and the nature of the study in a form suitable for distribution to interested members of the housing field;
 - (iii) one copy of all material of which CMHC has ownership and publication rights in the form in which it was used by the author
- (c) CMHC
 - (i) is under no obligation to publish all or part of the final report or its associated materials, reports, maps and other documents;
 - (ii) has the right to edit or publish the final report, in part or in its entirety;
 - (iii) shall be the sole judge of those parts of the final report, or those materials and reports that it considers for publication.

4.31 Final Standing Offer Form

It is understood and agreed that the terms and conditions set out in section 6.3 will, at CMHC's discretion, form part of any resultant Standing Offer and accordingly may be incorporated into and form part of any and all authorized Call-up(s) against a Standing Offer.

Article 5.0 - Standing Offer Administration

5.1 CMHC has assigned a Project Authority to oversee this Standing Offer and the Standing Offer Holder has named a counterpart representative. The Standing Offer Holder's representative will be responsible for providing scheduled status reports to the Project Authority or a designate. All notices and invoices shall be transmitted either e-mail or postal service to the party's authorized representative.

IN WITNESS WHEREOF this Offer has been signed by the duly authorized signing officers of the Standing Offer Holder. By submitting a response to the Request for Standing Offer, the Standing Offer Holder agrees to the Terms & Conditions contained herein.

SECTION 7 APPENDICES

Appendix A: Certification of Submission Mandatory

_____ hereby:
Company Name Procurement Business Number (PBN)

1. offers to provide services and/or goods to CMHC, as described in this Offer, on an if, as and when required basis, all in accordance with the Request for Standing Offers;
2. offers the terms as set out in this Offer, including any financial quotations, for a period of days indicated in Section 2.7 following the closing date;
3. certifies that, at the time of submitting this offer, 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;
4. represents and warrants that in submitting the Offer or performing the Call-Up under the Standing Offer, there is no actual or perceived conflict of interest; or identifies the following conflict of interest:
5. represents and warrants that in preparing the Offer, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFSO that was not made available to other Standing Offer Holders;
6. certifies that this Offer was independently arrived at, without collusion;
7. 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 Call-Up under the Standing Offer or favourable treatment under a Call-Up from a Standing Offer;
8. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the Offer;
9. certifies, unless explicitly outlined in the Offer, 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 Goods and/or Services;
10. agrees to comply with all of the terms and conditions outlined in the Standing Offer in an unaltered form for any subsequent Call-up.
11. agrees that, in the event of acceptance of this Offer, it will enter into a Standing Offer in accordance with the RFSO, and, upon entry into a Call-Up under a Standing Offer with CMHC, it will commit to providing the full scope of services identified in the Call-up and in accordance with the Standing Offer.
12. agrees that, all the materials produced under the terms of this RFSO shall be the exclusive property of CMHC, that CMHC shall have copyright therein; and will not reimburse the Standing Offer Holder for costs associated with the work, travel or documents produced in response to this RFSO;
13. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFSO, at the request of CMHC will comply with security screening as deemed appropriate;
14. authorizes CMHC to perform a credit check and/or financial evaluation, as required.

Signed this _____ day of _____, 2018 at _____, Canada.

Corporations are not required to provide a corporate seal.

Corporation/Individual:

Signature of Signing Authority Name & Title of Signing Authority

Declaration: I have the authority to bind the company.

Appendix B: Evaluation Table

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 5	UPSET SCORE	SCORE AxB
<p><i>Bidder Profile</i></p> <p>Principal Consultant Education Project experience Management experience</p> <p>Individual Consultant team member Education Project experience</p>	20		60	
<p><i>Detailed Project Summaries</i></p> <p>The similarity and relevance of the client / organization to which the Offeror provided services;</p> <p>The scope, range and complexity of the client’s requirement</p> <p>The scope, range and complexity of the Offeror’s service offerings for the cited project</p>	15		45	
<p><i>Sample Materials</i></p> <p>Quality and range of the submitted materials</p> <p>Depth of summary report</p>	20		60	
<p><i>Scenario Response and Work Approach</i></p> <p>Sample scenario proposed work plan and methodology</p> <p>Proposed Management Approach and Capacity</p>	25		75	
<p><i>Cost</i></p>	20			

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 5	UPSET SCORE	SCORE AxB
<i>Provision of references</i>	Pass/Fail			
TOTALS	100			

Appendix C: Mandatory Compliance Checklist

- | | |
|---|-------------|
| <input type="checkbox"/> Delivery Instructions and Deadline | Section 2.3 |
| <input type="checkbox"/> Offering Period | Section 2.7 |
| <input type="checkbox"/> Offeror's Qualifications | Section 4.4 |
| <input type="checkbox"/> Response to Statement of Goods and/or Services | Section 4.5 |
| <input type="checkbox"/> Credit Check | Section 4.7 |
| <input type="checkbox"/> Pricing | Section 4.8 |
| <input type="checkbox"/> Certificate of Submission | Appendix A |

Appendix D Sample Scenarios

Service Stream #1 (Micro Lab services)

Background: Future Code requirements on northern housing

NRC is moving towards a rigorous step code that will see increased requirements for energy efficiency and reduced air changes in new residential construction over the next 15 years. Concerns have been expressed over the technical feasibility, practicality and economics of increased code requirements in Canada's far north.

CMHC wishes to utilize a 1 to 2 day solutions lab to ensure that potential obstacles to future code uptake reflect the experience of northern stakeholders.

Requirement

CMHC will require a completed and reviewed final report summarizing all background research and the results of the solutions lab discovery phase no later than 2 months from the start of work.

Please detail your recruitment approach in how you might engage northern stakeholders and undertake background research to ensure an adequate understanding of the issue.

Please provide a brief work plan and timeline for completion of the solutions lab in final form, including any interim deliverables and review requirements.

Please provide your proposed personnel team including any required specialized skill sets, the anticipated effort of these resources in undertaking the work, and any relevant tools or software that you plan to utilize in the completion of the work.

Service Stream #2 (Macro Lab services)

Background: Housing Benefit Program

Under the National Housing Strategy, increasing social inclusion for vulnerable populations is a key outcome area. CMHC is interested in supporting activities to determine what a socially inclusive community could look like and important elements that support greater social inclusion. Key questions to be addressed include: how does housing support community sustainability and social inclusion? What supports, programs, and policies are effective in promoting social inclusion beyond the provision of affordable housing? What complementary supports in the community are needed that would work in tandem with housing to achieve better housing outcomes for the vulnerable populations?

CMHC is considering hosting a solutions lab with government and association counterparts to (1) better understand the issues, opportunities and challenges of addressing socially inclusive housing, and (2) co-develop options, and (3) develop a roadmap outlining required steps to effective implementation.

Requirement

CMHC will require a completed and reviewed final report summarizing the results of the solutions lab and road map no later than 7 months from the start of work.

Please detail your methodology in how you might engage provincial and territorial stakeholders, refine the issues surrounding implementation of a housing benefit on a provincial or territorial level and co-develop and test potential solutions.

Please provide a detailed work plan, critical path, and resource list for completion of the project in final form, including any interim deliverables and review requirements.

Please provide your proposed personnel team including any required specialized skill sets, the anticipated effort of these resources in undertaking the work, and any relevant tools or software that you plan to utilize in the completion of the work.