

Request for Proposal

FOR

Absence Management Services for Short Term Disability

Date issued: March 26, 2019	Solicitation Closes: 2:00 PM EDT, April 23, 2019
Solicitation File Number: RFP 000085	Inquiries: Ryan Lemay Procurement Officer
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Security Classification: PROTECTED

Ce document est disponible en français sur demande

1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

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

1.2 Introduction and Scope

CMHC wishes to enter into an Agreement with a vendor(s) (hereafter referred to as the “Proponent(s)”) for the purpose of providing case management and adjudication services to CMHC for the duration of the Short Term Disability (STD) period for all cases that reach or exceed ten (10) consecutive traditional business working days in addition to cases of medical accommodation, intermittent absences or where an attendance management plan is in place (the “Services”).

This Agreement will have an initial term of up to three (3) years, with the potential to renew for one (1) subsequent one-year renewal, not to exceed a cumulative total of four (4) years.

The value of this service is expected to range from \$150,000.00 to \$175,000.00 CDN annually, including all applicable taxes.

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

1.2.1 Confidentiality and Non-Disclosure Agreement

Upon signature of a Confidentiality and Non-disclosure Agreement, Proponents to this RFP will be provided with the RFP Appendices E, F, G, H, I, J and K. The Confidentiality and Non-disclosure Agreement can be obtained by emailing the contact person named in the RFP Section 2.4. The Proponent will sign and return the Confidentiality and Non-disclosure Agreement to the contact person named in the RFP in Section 2.4.

1.3 CMHC Background

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

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

1.4 Purpose of Request for Proposal

CMHC uses an RFP to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead Proponent, and outline the terms and conditions under which the successful Proponent will operate or supply goods and/or services. By submitting a proposal, Proponents agree to be bound by the terms of this RFP, and the terms of the proposal that they submit.

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

1.5 Service Providers Database

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

All Proponents must be registered with Public Works and Government Services Canada prior to submitting a proposal. The Procurement Business Number (PBN) provided by this registration must be included with your proposal. If Proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

1.6 Schedule of Events

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

Date (2019)	Activities
March 26	Request for Proposal issued
April 9	Deadline for questions (05:00 PM EDT)
April 15	Deadline for issuing addenda (answers to questions)
April 23	Submission Deadline
May	Evaluation - Selection of Short List Proponent(s)
May	Conduct interviews/evaluation with short-listed Proponent(s) and selection lead Proponent
June	Agreement award and finalization with lead Proponent
June	Announcement of successful Proponent
As Requested	Debriefing to unsuccessful Proponents

1.7 Mandatory Requirements

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

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

Mandatory requirements are identified in:

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

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

1.8 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are each given consideration in the RFP process to help ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life. To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

1.9 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding Proponent experience in responding to its RFPs, whether it be positive or negative. As CMHC does not wish to be perceived as influenced by such feedback in the award decision, Proponents are requested to submit their feedback after an Agreement has been executed or the RFP process has been terminated.

Proponents wishing to provide feedback may submit comments labeled as *Proponent Feedback RFP # 000085* to the name and address provided in Section 2.4.

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

1.10 Direct Deposit and Income Tax Reporting Requirement

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

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

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

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

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

2.2 Certificate of Submission

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

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

2.3 Delivery Instructions and Deadline

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the Proponent. All risks and consequences of a failure to deliver a proposal to CMHC are borne by the Proponent. CMHC will not assume those risks or responsibilities under any circumstances.

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

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

Upon receipt of proposals, an automated confirmation will be issued by EBID to the sender's e-mail address. It is strongly recommended that Proponents follow up with the inquiries person named in Section 2.4 should they not receive said confirmation within 30 minutes of submission.

Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Proponents should ensure that sufficient delivery time is allowed, as they assume the risk of delays in transmission and receipt.

2.3.1 Address for Delivery

MANDATORY

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

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: RFP, file # 000085

Proposals sent to any other e-mail address will not be considered.

2.3.2 Format

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

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

2.3.3 Proposal Opening and Verification Period

All EBID proposals received on or before the closing date and time specified in this RFP, will be opened for verification by CMHC. If at that time, CMHC is unable to open a proposal, the Proponent will be so advised and provided an opportunity to resubmit a version that can be opened within 2 hours of notification.

2.3.4 Submission Deadline

MANDATORY

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

2:00 PM EDT, local Ottawa time, on April 23, 2019

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

2.4 Inquiries

All questions regarding this RFP must be sent by e-mail to Ryan Lemay, Procurement Officer at rlemay@cmhc-schl.gc.ca

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

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

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be publishing for Proponents on GETS.

CMHC has no obligation to respond to any inquiry, and will determine, at its sole discretion, whether it will respond to inquiries that are submitted. CMHC cannot guarantee a reply to inquiries received after the question deadline.

2.5 Communication

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

2.6 Proponent Contact

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

2.7 Offering Period

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, shall remain valid and binding on the Proponent during the RFP process and until such time as an Agreement is negotiated and executed.

2.8 Changes to Proposals

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

Any addendum, clarification, or new proposal must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked **“REVISION”**, and be received no later than the submission deadline. Where the new proposal is intended to replace all or part of an earlier proposal, it must be accompanied by a clear statement specifying the Sections of the earlier proposal that are replaced by the new proposal.

2.9 Multiple Proposals

Proponents interested in submitting more than one (1) proposal for consideration may do so, provided that each proposal independently complies with the instructions, terms and conditions of this RFP.

2.10 Acceptable Alternative

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

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

2.11 No Liability

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

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

2.12 Verification of Proposals

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

2.13 Ownership of Responses

All proposals and related materials become the property of CMHC upon submission and CMHC shall have all intellectual property rights in those proposals and materials. Proposals and related materials will not be returned to Proponents. Proponents are not entitled to any compensation for any work related to, or materials supplied in the preparation of their proposals.

The Proponent warrants that the Proponent possesses all rights necessary to satisfy this requirement. The Proponent hereby certifies that it has waived, or has obtained a waiver in favour of CMHC of, all moral rights in the proposal and related materials, and hereby assigns all rights in the material, as provided for in the law of copyright.

The Proponent agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and the waiver of moral rights therein.

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

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

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

2.14 Proprietary Information

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

2.15 Corporation Identification

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

2.16 Declaration with respect to Gratuities

By submitting a proposal, the Proponent certifies that no representative of the Proponent, or any individual or entity associated with the Proponent has offered or given a gratuity (e.g. an entertainment or gift) or other benefit to any CMHC employee, Board member or Governor-in-Council appointee with the intention of obtaining favourable treatment from CMHC.

2.17 Conflict of Interest

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

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

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

2.18 Declaration with respect to Bid Rigging and Collusion

By submitting its proposal, the Proponent certifies that:

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

2.19 Security Clearance

CMHC may require employees of the selected Proponent to be security cleared in order to permit them access to CMHC premises when and if required. This process normally takes approximately five working days, but may take longer, depending on the circumstances.

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

2.20 Shortlist

The evaluation procedure will include the development of a shortlist of the highest-ranked Proponents, as detailed in *Section 5.4 Evaluation Methodology*, in order that CMHC can gather additional information and conduct further evaluation of the proposals. The evaluation of shortlisted proposals will be based on the criteria outlined in Appendix C Mandatory Technical Requirements and Rated Requirements of the RFP. Shortlisted Proponents may be asked to prepare a presentation, supply demonstration equipment and/or provide additional information prior to the final selection. CMHC reserves the right to supply additional information to those bidders who are shortlisted for the purpose of evaluating their proposals.

2.21 Joint Venture Responses

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

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

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

2.22 Non-Disclosure of CMHC Information

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

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

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

The Proponent shall ensure that CMHC Information remains in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic or physical means. Without limiting the generality of the foregoing, the Proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the work or services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners or subcontractors of the Proponent without the prior written consent of CMHC.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

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

3.2 Mandatory Requirements

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

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

The Mandatory Compliance Checklist is located at Appendix B.

3.3 Statement of Work

The Proponent will provide case management and adjudication services to CMHC for the duration of the Short Term Disability (STD) period for all cases that reach or exceed ten (10) consecutive traditional business working days in addition to cases of medical accommodation, intermittent absences or where an attendance management plan is in place (the “Services”).

The “go-live” date for claimants to access the Services is October 1, 2019.

3.3.1 Background

CMHC has adopted a Results-only Work Environment (ROWE) and Future of Work culture (Appendix I), with a focus on the following key initiatives:

- The focus is on reaching work objectives and deadlines and not on hours of work
- Working remotely
- Going paperless

CMHC exercises the highest standards of competence, trustworthiness and prudence in conducting our business relationships and in managing the financial, physical and human resources entrusted to our care. We encourage learning, innovation and personal initiative to continuously improve the way we do business and achieve the best possible results for the Canadian public.

CMHC is a high-performing organization that strives for excellence in all its endeavors. CMHC therefore expects the same high standards and commitment to excellence from all its third party partners. The successful provider will demonstrate a thorough understanding of CMHC's work environment, expected standards and requirements by ensuring that all of the following conditions are fulfilled consistently on an ongoing basis:

- Staff are accountable for their actions and mutually agreed to timelines are followed through and met.
- Proactive ideas or solutions are provided, where both parties look for opportunities to enhance processes instead of being purely driven by rigid processes.
- Attention to detail, with an emphasis on quality control, especially in written communications with employees in their official language, is clearly evident and carried out at all times.

3.3.2 Case Management Services

Full case management services include evaluating, recommending, monitoring and co-ordinating all the required activities and services to support the recovery of the employee, and their healthy and timely return to work. The Proponent will provide:

- Clinical case management services for STD claims, including treatment monitoring and arranging for expedited independent assessments by specialist(s), when appropriate.
- Support and advice on non-medical barriers when returning employees to work.
- Access to a quality network of medical providers that provide independent medical examinations, ergonomic assessments and functional capacity evaluations; and are located within a radius of 100 kilometres from the CMHC Regional Business Centres (Appendix J).
- Analysis, reports and trends in case outcomes on a regular basis (i.e. quarterly) as well as performance against agreed to targets (i.e. service level standards).
- Ergonomic assessments, including for employees actively at work. The Proponent will outline the process, including how CMHC would access the services as well as the referral process.
- Recommendations in response to an application for a Medical Pension under the CMHC Pension Plan.

Initiate and provide proactive and early return to work co-ordination for STD claims. This includes liaising with CMHC personnel (Senior Analyst, Disability Benefit Coordination and supervisors), developing return to work strategies including return to work plans and the on-going monitoring of plans.

3.3.3 Adjudication Services

Adjudication services include:

- Evaluating the medical information submitted by the attending physician(s); and,
- Recommending the continuation or termination of STD benefits paid by CMHC, based on whether the absence is medically supported or not; and,
- As required, requesting updated medical evidence to assess the need for an ongoing period of absence, medical accommodation or to confirm an employee's fitness to work.
- Provide an appeal process for employees to follow, should a claim be declined.

Additionally, the Proponent will provide adjudication services and full case management services for chronic/intermittent absences (outside the definition of STD).

For the details on CMHC's existing STD program, please refer to the following documents:

- Appendix E – Short Term Disability Policy
- Appendix F – Work Life Integration Policy
- Appendix G – Work Life Integration Administration Guide
- Appendix H – Attendance Management Guide for Supervisors

3.3.4 Access to Services

The Proponent will detail, how claimants can access the above services, including at a minimum the following:

- A toll-free number, provided and maintained by the Proponent, available to all claimants. Describe which services can be accessed through this toll-free number.
- On-line plan administrator site access to CMHC Employee Relations team and HR Shared Services team, with the ability to submit AMS claims through an on-line site. The following are the security requirements for the on-line site:
 - Web server support of Secure Sockets Layer (SSL) and the use of encryption keys that are modified every two years at a minimum.
 - Secure authentication technology (i.e. token technology or user ID and password / password life and complexity).
 - Firewall that filters the required protocols and supports the logging of all access attempts

The Proponent will ensure all services are available, in both English and French, in the language of choice of the employee, including all communication (i.e. documents, forms, letters).

The Proponent will provide, at a minimum, services from 08:00 to 17:00 Eastern Time and should provide their current hours of service.

The Proponent will be able to provide the Services, including access to a quality network of medical providers that provide independent medical examinations, ergonomic assessments and functional capacity evaluations, in all provinces and remote locations.

3.3.5 Service Deliverables

The Proponent is responsible to meet the following deliverables:

- The Case Manager will attempt contact with claimant by telephone no later than the end of the 3rd business day following receipt of all case initiation forms to:
 - Introduce the Proponent's role in the absence management process

- Obtain preliminary details regarding the claimant's medical condition, symptoms, treatment, etc.
 - Discuss return to work options and general process.
- Upon receipt of all case initiation forms, a written recommendation will be communicated to the claimant and CMHC within three (3) business days. A verbal update will also be provided to the claimant prior to any written communication.
- Non-support or non-compliance: Case Manager to discuss the situation with CMHC prior to any communication with the claimant.
- Case Management Intervention: Case Manager will advise CMHC in writing of the case management plans, any changes in the plan as well as regular progress updates. Any changes in the expected return to work date or intervention plan will be provided within three (3) business days of receipt of new information.
- Communication Timelines: Telephone and email enquiries will be acknowledged within 24 hours (one (1) business day) of the call/message. Either a full response will be provided within this period or an estimated date for a full response will be provided.
- Return to Work: Gradual return to work plans or full time return to work confirmation will be provided to CMHC, at least one (1) week before actual return date to allow CMHC to prepare for the claimant's return.
- Return to Work Follow-up: Case Manager will conduct regular follow-up with the claimant and CMHC during the gradual return in addition to conducting a final check-in one (1) week after a full time return to ensure a successful reintegration before closing the file.
- Timeliness of accessing specialized resources: Within three (3) business days of the request for external services, the provider will advise the Proponent of the date of the scheduled appointment.
- Timeliness of accessing specialized resources: Reports will be submitted to the Proponent within fifteen (15) business days of an assessment or an intervention.
- Ensure a smooth transition to Long Term Disability (LTD): On 100% of cases of an extended duration, the Case Manager will conduct a review of the case with the LTD Case Manager (3rd party LTD insurance provider), at no later than eight (8) weeks prior to the LTD qualifying period. The purpose of the review is to determine the steps required to prepare the case and all stakeholders for the transition, including requesting any updated information regarding the claimant's employment, medical condition and salary or benefit entitlement information.

3.3.6 Other Services

The Proponent will provide additional services, including:

- Proactive ideas or solutions are provided, where both parties look for opportunities to enhance processes instead of being purely driven by rigid processes.
- Attention to detail, with an emphasis on quality control, especially in written communications with employees in their official language, is clearly evident and carried out at all times.

- If any Service Agreements are required based on the Services in this RFP, the Proponent will be responsible to draft the Service Agreements.
- Meet with CMHC quarterly to review statistical reports, including data such as claims approved/declined, top diagnosis, average duration of absences, etc.;
- Prepare a monthly report detailing active STD claims, including a list of name, dates of absence and maximum entitlement, RTW prognosis, etc. The monthly report will be sent to the designated CMHC representative for review on a monthly basis.
- Meet with CMHC monthly to review the report.
- Maintain the ability to provide urgent responses or conduct follow-up on an ad hoc basis as requested by CMHC.
- The above monthly and quarterly discussions provide an opportunity to discuss complex cases, process improvements or challenges experienced by either party.

SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

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

Proposal responses are to be organized and submitted in accordance with the instructions in this Section and should be organized as identified in the table below. Requirements for each “Response Item” are identified in the “Response Item Instructions” column in the following table.

#	Item
4.3	Covering Letter
4.4	Executive Summary
4.5	Table of Contents
4.6	Financial Information
4.7	Other Information
Appendix C	Mandatory Technical Requirements and Rated Requirements
Appendix E	Pricing Requirements

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

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

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

4.3 Covering Letter

A covering letter on the Proponent’s letterhead should be submitted and include the following:

- a) A description of the company or joint venture/consortium.
- b) The names of the principals
- c) The primary contact person with respect to this RFP: the individual’s name, address, contact numbers by phone and fax, and contact e-mail address.

4.4 Executive Summary

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

- a) A summary of the Proponent's proposal, including key features of the proposal, features that make the proposal superior, innovations or cost-saving opportunities.
- b) A brief statement of the Proponent's qualifications to meet the need of CMHC.
- c) A description of the companies approach to mental health cases and their ability to customize this approach.

4.5 Table of Contents

The Proponent shall include a table of contents using the response item headings and numbering system identified in Section 4.1 of the RFP. The response should be paginated for easy referencing by the evaluation committee.

4.6 Financial Information

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

Failure to comply with the financial information submission requirements set out in this Section, will result in disqualification of the lead Proponent(s) at which time no further consideration will be provided to the respective submission(s).

4.6.1 Financial Capacity Review

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

Partnerships, Corporations, Joint Ventures and Consortiums:

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

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

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

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 required information. Partnerships of individuals (as opposed to partnerships of corporations), must provide written permission from each partner allowing CMHC to perform a credit check on them.

Sole Proprietorships

Proponents that are organized as sole proprietorships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required. Where financial statements are available, they should accompany the foregoing statement.

4.7 Other Information

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

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

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

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

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

5.2 Limitation of Damages

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

5.3 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements as follows:

Mandatory submission requirement		Result
MSR.1	Each proposal must include a Certificate of Submission (Appendix A) completed and signed by an authorized representative of the respondent.	Pass/Fail

5.4 Stage II - Mandatory technical requirements

Stage II will consist of a review to determine which proposals comply with all of the mandatory technical submission requirements outlined in Appendix C.

5.5 Stage III - Evaluation Table of rated criteria and price

The following tables sets out the categories, weightings and descriptions of the rated criteria of the RFP. Submission requirements for the below criteria is outlined in Appendix C and D.

Rated criteria category		Weighting
R.1.0	Experience and expertise of the organization	25 %
R.2.0	Proponent Qualifications	10 %

R.3.0	Three (3) project examples	20 %
R.4.0	Pricing Requirements	25 %
R.5.0	Presentation/Interviews of proposed resource(s)	20 %
Total		100 %

R.1.0, R.2.0, and R.3.0 will be scored by the evaluation team in accordance with the matrix set out in Section 5.7 below. Individual scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria.

R.4.0 (Pricing) will be scored based on a relative pricing formula using the rates set out in the Pricing Form in Appendix D.

R.5.0, will be scored by the evaluation team in accordance with the matrix set out in Section 5.7 below. Individual scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for the R.5.0. Presentation/interview details will be provided to the shortlisted Proponents.

5.6 Evaluation Methodology

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

Each compliant proposal will first be individually evaluated by each member of the Evaluation Committee that is formed by CMHC for this purpose. Evaluators will evaluate each proposal in accordance with the rated criteria as shown in the evaluation table in above Section 5.7

Scores for R1.0, R2.0, R3.0 and R4.0 will be tabulated and the Proponent(s), up to three (3), the number of which is at the discretion of CMHC, who score the highest overall, will receive a written invitation to participate to the Presentation/Interview stage of the evaluation.

The scores for R.5.0 will be scored as a separate item and added to the shortlisted Proponents' RFP points.

The lead Proponent will be the Proponent achieving the highest overall score.

5.7 Scoring by the Evaluation Committee

The following scoring matrix has been developed to assist the evaluation team in the scoring process:

Score	Evaluation Conclusion	Description
10	Complete and clear description provided that exceeds the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the requirement.	Outstanding
9	Complete and clear description provided of the Proponent's ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the requirement.	Excellent
7-8	Above average description provided of the Proponent's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist but would not pose any significant risk to the requirement.	Very Good
5-6	Average description provided of the Proponent's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist but would not pose any significant risk to the requirement.	Good
3-4	Weak information was provided with only a partial description of the Proponent's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the requirement.	Fair
1-2	Very limited information was provided to assess the Proponent's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the requirement.	Unsatisfactory
0	Little or no information provided to assess the Proponent's ability to meet the criteria.	No Response

Individual scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria except for pricing which will be evaluated as described in Appendix D.

5.8 Technology Security Evaluation

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

1. Provide proof, to the satisfaction of CMHC of the Lead Proponent's implementation of one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent guideline for a *[To be determined based on Statement of Sensitivity results]*;
2. Provide proof, to the satisfaction of CMHC that an enhanced Threat and Risk Assessment has been conducted on the Lead Proponent's technology/infrastructure;

3. Provide proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the Lead Proponent'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 Lead Proponent will be required to document how they have met or exceed the baseline safeguards. The Lead Proponent 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 Lead Proponent as part of CMHC's review and change disposition. Upon request from CMHC I&T Security Risk Management the Lead Proponent will provide assurance that security controls are being managed in accordance with a [*Sensitivity Level to be determined*] environment throughout the life of the Agreement. The Lead Proponent will be required to ensure that any additional safeguards have been implemented to address any risks residual risks identified by it or by CMHC.

5.9 Financial Evaluation

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

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

5.10 Proponent Selection

Once a lead Proponent has passed the financial evaluation, CMHC has the option of entering into negotiations with that Proponent to incorporate some or all of its proposal into an agreement. If at any time CMHC decides that the lead Proponent cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary Proponent may meet the requirements, CMHC will continue the process with the secondary Proponent and so on.

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

Announcement of the successful Proponent will be made to all Proponents following the signing of an agreement.

6 SECTION 6 DRAFT AGREEMENT

6.1 Overview of Section 6

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

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

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

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

6.2 Draft Agreement

DRAFT AGREEMENT

CMHC FILE No.

THIS AGREEMENT (the “Agreement”)

BETWEEN **CANADA MORTGAGE AND HOUSING CORPORATION**
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7
(hereinafter referred to as "CMHC")

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

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

Article 1.0 - The Services

- 1.1** The Contractor covenants and agrees to provide Absence Management Services in accordance with the Statement of Work attached as Schedule “A” (the “Services”).
- 1.2** The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.
- 1.3** A complete list of CMHC sites to be serviced is provided in the RFP and shall form part of this Agreement.

Article 2.0 - Term of the Agreement

2.1 The term of the Agreement shall be for a period of three (3) years and commence on _____ and terminate on _____ (the “Initial Term”).

2.2 Renewal

The Agreement may be renewed at CMHC’s sole discretion for one (1) additional one-year term (the “Renewal Term”), not to exceed a cumulative total of four (4) years including the Initial Term.

2.3 Termination

No fault termination

Notwithstanding Articles 2.1 and 2.2 above, CMHC may terminate the Agreement for any reason with no penalty or charge by giving thirty (30) calendar days written notice at any time during the Term.

Termination for Default of Contractor

CMHC may, by giving ten (10) calendar days prior written notice to the Contractor, terminate this Agreement without penalty or charge for any of the following reasons:

1. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
3. There is a change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Agreement; or
4. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor.

CMHC may terminate this Agreement without notice if the Contractor commits gross misconduct, fraud or other unlawful acts.

CMHC's Obligations upon Termination

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

Contractor's Obligations upon Termination

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

2.4 Termination Assistance

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

Article 3.0 – Financial

3.1 In consideration of the performance of the services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$_____ for Services provided during the Initial Term of the Agreement. Pricing increases may be negotiated for each successive renewal term where applicable.

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

3.3 Notwithstanding Article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

3.4 Invoicing

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

The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Service.

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

Invoicing for ergonomic assessments in support of employees actively at work will be invoiced separately from ergonomic assessments required while on STD/LTD.

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

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

3.5 Travel Costs

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

3.5.1 Method of Payment

All payments due under the Agreement will be made by means of Electronic Funds Transfer ("EFT").

The Contractor is responsible for providing CMHC with all the information set out in Article 3.5.2 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

3.5.2 Direct Deposit and Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers, including the Contractor's social insurance number and/or corporate identification number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.6 Audit

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

The Contractor agrees to provide the CMHC's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice; however the CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

All material, reports and other work product produced under the Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Contractor warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright. Upon the material coming into existence, the Contractor hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

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

4.2. Confidentiality and Non-Disclosure of CMHC Information

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

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

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

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

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

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

The Contractor shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information, whether in electronic format or in hard copy, from other information by physical or electronic means.

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

Upon CMHC's written request and upon termination of this Agreement, the Service Provider will: (i) return to CMHC within ten (10) business days of the termination date or (ii) destroy all CMHC Information.

4.3 Security Clearance

Employees of the selected Proponent(s) may be required to undergo a criminal records check and/or hold a valid personnel security screening at the level of RELIABILITY/SECRET prior to commencement of any Services under the ensuing agreement and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the ensuing agreement on the basis of the results of the criminal records check/security clearance. Each of the selected Proponent(s) proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.

4.3. Contractor's Indemnification

The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the Services. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor. The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

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

4.4. Independent Contractor

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of the Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

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

It is understood and agreed that the Contractor may engage other entities to assist the Contractor in providing any of the Services, provided that the Contractor shall at all times remain responsible for the provision and quality of the Services in a manner which fully recognizes and respects the confidential nature of the Services. The Contractor undertakes to advise such subcontractors in writing that they are independent contractors, and are not employees or agents of CMHC.

4.5. Contractor's Authority

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

4.6. Corporation Identification

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

4.7. Conflict of Interest

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

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

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All work product that has been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

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

4.8. Insurance

a) Commercial General Liability Insurance

The Contractor 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: including but not limited to mental anguish, mental injury, shock, sickness, malicious prosecution, humiliation, invasion of right of private occupancy, wrongful entry or eviction, libel, slander, defamation or violation of right or privacy
- broad form property damage
- products and 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 Specialist, 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 this Article 4.8 (Insurance)).

b) Professional (Errors & Omissions) Liability

The Contractor will provide and maintain Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000. The policy will provide 30 days prior written notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to include the Contractor and the Contractor's employees and contract employees (if applicable) as named insured

c) Network Security and Privacy Liability Including Notification Costs

The Contractor will provide and maintain Network Security Liability and Privacy Liability including notification costs for a limit of not less than \$5,000,000 and for a duration of a minimum of **one (1) year** following the completion of the Services.

The policy will provide 30 days prior written notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to including Contractor's employees and Contractor's contract employees (if applicable) as named insured.

d) Other conditions

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

All insurance policies required to be maintained by the Contractor pursuant to this Article 4.8 (Insurance) shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it.

All 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 Article 4.8 (Insurance). In addition, the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Article 4.8 (Insurance) intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Article 4.8 (Insurance).

A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

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

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

4.9. No Limitation

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

4.10. Non-Compliance

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

4.11. Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible.

The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

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

4.12. Non-Waiver

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

4.13. Laws Governing Agreement

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

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

4.14. Reports

Where reports are 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 shall be attached as appendices; and
- (iii) the report shall stipulate that the copyright remains with CMHC.

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

4.15. Official Languages

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board Policies.

The Contractor agrees to take any measures necessary to ensure compliance with the *Act* and those policies. When providing services to or communicating with CMHC employees, in person, over the phone or in writing (including electronic correspondence), the Contractor must actively offer bilingual services in and indicate clearly by verbal and/or visual means that employees can communicate with and obtain available services in either English or French. The Contractor must also ensure that there is sufficient capacity to provide services that are comparable in terms of quality and timeliness in both official languages.

4.16. Access to CMHC Property

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

4.17. Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor.

If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Section 3.1 shall be adjusted accordingly, provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.18. Extras

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

4.19. Assignment of the Agreement

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

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

4.20. Closure of CMHC Offices or Suspension of Operations

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the Contractor may be suspended or modified. Where the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement and is unable to mitigate its losses due to such obligations, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

4.21. Severability

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

4.22. Scope of Agreement

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

4.23. Binding

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

Article 5.0 - Agreement Administration

5.1 Contract Administrator

Each Party shall assign a contract administrator that will be responsible for overseeing the Agreement. The individuals named in Section 5.2 are the initial agreement administrators.

The Parties shall notify the other in writing in the event that the contract administrator is changed. CMHC will notify the Contractor in writing of the names of any CMHC representatives who are authorized to assign jobs and approve payments with respect to the work carried out under this Agreement.

5.2 Notices

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

To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name:

Title:

Room:

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone:

Email:

To the Contractor at the following address:

Contractor Name:

Name:

Title:

Contractor Address:

Phone:

Fax:

E-mail:

Article 6.0 - Documents comprising the Agreement

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

- (a) This form of Agreement as executed _____;
- (b) CMHC's Request for Proposal dated _____;
- (c) The Contractor's submitted Proposal dated _____; and

together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

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

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

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)

Draft Agreement - SCHEDULE "A" – STATEMENT OF WORK

To be completed and agreed upon with successful Proponent.

Draft Agreement - SCHEDULE "B" - FEES

If the Contractor is not in breach of any of its (his, her) obligations under this Agreement, CMHC shall pay the Contractor the fees identified below (plus applicable taxes).

To be completed and agreed upon with successful Proponent.

Draft Agreement - SCHEDULE "C" - CMHC TRAVEL POLICY

1. **Air** – Contractors must select the most economical airfare available at the time of reservation.
2. **Car and Hotel**–Some suppliers have agreed to extend their government rates to contractors, consultants or advisors working under contract to CMHC and traveling on official CMHC business in performance of that contract. Upon request, CMHC will provide contractors, consultants or advisors with a letter, specifying the duration of their contract or specifying that they are on travel status on behalf of CMHC and their destination. Government rates for car rentals and hotel accommodations can be found on the following website - <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/index-eng.aspx>. If not selecting a supplier from the list on that website, travellers must choose alternate suppliers with rates similar to those published government rates.
3. **Meal Allowance** - A contractor shall be reimbursed the lesser of the applicable meal allowance based on CMHC's rates or the cost (net of taxes) of the meal to the contractor, while on travel status. A meal allowance shall not be reimbursed to the contractor with respect to a meal that has been provided or is claimed as a hospitality expense and does not include alcohol consumption. Meal Allowances per diem can be found at the following website: <http://www.njc-cnm.gc.ca/directive/d10/v238/s659/en>

Meal Allowance for Canada and USA				
Private non-commercial accommodation allowance	Breakfast	Lunch	Dinner	Daily Totals – Meals
\$50.00	\$25.25	\$19.85	\$50.00	\$90.10

4. **Privately-owned vehicle and applicable Kilometre Rates** – The contractor shall be reimbursed the lesser of the CMHC's rates or the cost (net of taxes) of the mileage to the contractor. The CMHC's kilometric rates payable for the use of privately owned vehicles driven on authorized corporate business, effective October 1st, 2018 58.5¢/km for vehicles registered in Ontario and 53.0¢/km for vehicles registered in Quebec, as at October 1st, 2018 (rates include tax). The contractor shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on business travel.

Contractors may use a privately owned vehicle for business purposes when its use is economical and practical as compared to renting a vehicle, commercial travel by airline carrier, train, taxi, etc. The following requirements must be adhered to when using a privately owned motor vehicle while travelling on Corporation business:

Any person (employee, contract employee, consultant) using a private vehicle on Corporation business, must ensure that the vehicle is protected by a minimum \$1,000,000 Public Liability and Property Damage Insurance. Kilometer rates for 2018 et seq. can be found at the following website: <http://www.njc-cnm.gc.ca/directive/d10/v238/s658/en>

**TRAVEL ESTIMATES FORM
FOR CONTRACTORS**

CONTRACTOR INFORMATION		
Company Name		Number of travellers
CMHC Contracting Authority	Division	RC
TRAVEL INFORMATION		
Region of travel	Contract Start Date	Contract End Date
Purpose of Trip / Objective		
Explain why virtual presence or other remote meeting solutions were not used.		
Provide rationale for the mode of transportation selected.		
TOTAL ESTIMATED COST BEFORE TAXES		
		\$ CAD
Transportation Type (Air, Rail or Car)		
Accommodation		
Meals		
Incidentals		
Miscellaneous (Detail required)		
Total		

Approved by: (contracting authority signature)

Date:

APPENDIX A - CERTIFICATE OF SUBMISSION

hereby:
Company Name

Procurement Business Number (PBN)

1. agrees and understands that submission of a proposal constitutes acknowledgement that the Proponent has read and, unless otherwise stated in the Proponent's proposal, agrees to be bound by the terms and conditions in the draft Agreement in the event that the Proponent is selected by CMHC to enter into a contract;
2. agrees to comply with all of the draft Agreement MANDATORY clauses in an unaltered form as stated;
3. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
4. offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in Section 2.7 of the RFP;
5. Certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
6. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
7. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other Proponents;
8. certifies that this proposal was independently arrived at, without collusion;
9. 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 Agreement or favourable treatment under an Agreement;
10. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
11. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
12. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
13. agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement.
14. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the Proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
15. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this _____ day of _____, 20__ at _____, Canada.

Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.

Corporation/Individual:

Signature of Signing Authority

Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B - MANDATORY COMPLIANCE CHECKLIST

- | | |
|-------------------------------------------------------------------------------------|---------------|
| <input type="checkbox"/> Submission Deadline | Section 2.3.1 |
| <input type="checkbox"/> Address for Delivery | Section 2.3.4 |
| <input type="checkbox"/> Offering Period | Section 2.7 |
| <input type="checkbox"/> Certificate of Submission | Appendix A |
| <input type="checkbox"/> Mandatory Technical Requirements
and Rated Requirements | Appendix C |
| <input type="checkbox"/> Pricing Requirements | Appendix D |

APPENDIX C – MANDATORY TECHNICAL REQUIREMENTS AND RATED REQUIREMENTS

Attached are the mandatory technical requirements and the rated requirements.

APPENDIX C – MANDATORY TECHNICAL REQUIREMENTS AND RATED REQUIREMENTS

**The Proponent should provide the following in its proposal
in the same order and numbering as listed below.**

Mandatory Technical Requirement

MTR.1	The Proponent must be able to provide all services and communication (i.e. documents, forms, and letters) in the language of choice (English or French) of the employee.	Pass/Fail
MTR.2	The Proponent have a minimum of ten (10) years of demonstrable experience in providing case management and adjudication services for STD claims.	Pass/Fail
MTR.3	The Senior Case Manager/Supervisor assigned to the Agreement has a minimum of ten (10) years of hands-on experience with case management services.	Pass/Fail
MTR.4	The Case Manager assigned to the Agreement has a minimum of five (5) years of hands-on experience with case management services.	Pass/Fail
MTR.5	The Proponent provides a toll-free number that employees can call to reach a customer service representatives in English and French during business hours Monday to Friday.	Pass/Fail
MTR.6	The Proponent must provide a describe of their training program for Case Management staff, including both initial and ongoing training. This should include how they will ensure there is an understanding of the CMHC's short-term disability program, values and expectations.	Pass/Fail
MTR.7	The Proponent will provide a copy of its typical service level standards and the results for the most current 12-month period (i.e. initial decision turnaround time, e-mail response time, ongoing case management updates turnaround time, customer satisfaction).	Pass/Fail

MTR.8	The Proponent must include a sample of the following forms/documents: <ul style="list-style-type: none"> • Claim forms (i.e. employer, employee, doctor, return to work planning, return to work follow-up, etc) • Initial claim notification • Initial accept/denial communication to the employer • Status update memorandum • Any other communication (i.e. sent to employee, supervisor, HR consultant, physician, LTD service provider). 	Pass/Fail
MTR.9	The Proponent must provide their employee turnover statistics in their Case Management Group for the last three years (2018, 2017, 2016), including their calculation methodology.	Pass/Fail

Rated Criteria

R.1	Experience and expertise of the organization	25 %
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In this section, the Proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work. When responding, the Proponent must identify if the service/ process/ requirement is not currently being offered by the Proponent to other clients.

Ref	Rated Requirements	Response
	Staffing	
R.1.1	Describe the composition of the Case Management Team that would be assigned to CMHC including resumes, the use of sub-contractors (if applicable), and the roles and responsibilities within the team and their potential interactions with CMHC.	
R.1.2	Describe the composition of the Absence Management Team that would be assigned to CMHC including resumes, the use of sub-contractors (if applicable), and the roles and responsibilities within the team and their potential interactions with CMHC.	

Ref	Rated Requirements	Response
R.1.3	Describe how you select providers for IMEs (Independent Medical Examination), FCEs (Functional Capacity Evaluation), Ergonomic Assessment, etc.	
R.1.4	Describe your network of providers (e.g. physicians, physiotherapists, rehabilitation counsellors, etc.) in the locations where CMHC operates.	
R.1.5	Confirm your ability to provide access to a quality network of medical providers that provide independent medical examinations, ergonomic assessments and functional capacity evaluations within a radius of 100 kilometres from the CMHC Regional Business Centres (refer to Appendix J – Employees by Location)	
R.1.6 R.1.7	<p>Will you be using any subcontractor vendors to provide any of the services or products listed in the RFP?</p> <ul style="list-style-type: none"> If yes, provide the name of each vendor, the services that vendor will be providing and the term of the contract. 	
	Adjudication and case management approach and processes	
R.1.8 R.1.9 R.1.10	<p>Claim notification: Describe your ability to accept STD case management service referrals from the employer.</p> <ul style="list-style-type: none"> Online form, if so, please provide screen shot Fillable form, if so specify delivery method (mail/email) Non-fillable form, if so specify delivery method (mail/email) 	
R.1.11 R.1.12	<p>Adjudication and advice to pay: How do you make requests for all necessary information for initial and ongoing STD adjudication and case management?</p> <ul style="list-style-type: none"> What information do you capture? 	

Ref	Rated Requirements	Response
R.1.13 R.1.14	<ul style="list-style-type: none"> • What are your decision criteria? • Do you reach out to the manager and/or HR contact as required for clarification on job duties, workplace concerns, etc.? 	
R.1.15	Who determines the physical and cognitive limitations of an employee's illness/injury in relation to their occupation? How is this determined?	
R.1.16	Do you request the assistance or have access to Mental Health Specialists for clinical case management of all claims that have a mental health component? Confirm if done routinely or on a case by case basis only.	
R.1.17	Describe how your process deals with <i>workplace issues</i> in your assessment.	
R.1.18	What is your approach when the claimant feels that their own doctor's opinion should be the deciding factor on whether the employee should be off work?	
R.1.19	Do you provide recommendations/advice to the employer regarding employee requests for medical accommodation in the workplace, where the employee is still working?	
R.1.20	What is your frequency for reviewing cases and the continued disability status of the claimant?	
R.1.21	Are you able to provide confirmation of an employee's fitness to make a sound decisions, i.e. decision to resign and/or receive difficult information from CMHC, i.e. change in job status? Explain your process in these situations? What is your turnaround time?	
R.1.22	Please describe your ability to monitor medical treatment and make referrals for specialist care, IMEs or diagnostic services on a timely basis.	

Ref	Rated Requirements	Response
R.1.23	How do you proceed with clinical/treatment monitoring including a description of the duration and treatment guidelines you use, if any?	
R.1.24	Can you expedite health care access and diagnostic services (e.g. MRI)?	
R.1.25	<ul style="list-style-type: none"> • If so, please describe the type of services, the limitations (i.e. only available in certain locations) and your process. 	
R.1.26	Describe your approach when medical or job-related information is outstanding, including when and how you follow up.	
R.1.27	Describe your process to establish third party assessments and provide examples.	
R.1.28	Describe your process when an initial non-support or non-participation decision is rendered. Who participates in the review and how is the decision communicated to the employee and employer?	
R.1.29	Describe other innovative strategies you offer that can further support full case management services.	
	Appeals	
R.1.30	Please describe your appeal process.	
R.1.31	Who participates in the appeal panel?	
R.1.32	How many levels of appeal do you consider?	
R.1.33	What is the timeframe for a claimant to file an appeal and subsequently receive a response to an appeal question?	
R.1.34	How do you handle STD appeals with the employee? What information is communicated to them?	
R.1.35	Do you have an automated process for monitoring and tracking appeals and complaints?	
R.1.36	Do you notify the employer of your appeal decisions?	

Ref	Rated Requirements	Response
	Return to work planning and follow-up	
R.1.37	Describe your services (if any) to address non-medical barriers to return to work.	
R.1.38	<ul style="list-style-type: none"> • When would you initiate these services? 	
R.1.39	Describe how you are effective in ensuring speedy access to medical services to support return to work initiatives.	
R.1.40	Describe how you work with the employer, employee and treating physician to facilitate an employee's early return to work, including type of contact (e.g. telephone, in-person, written).	
R.1.41	<ul style="list-style-type: none"> • Please provide an explanation of all coordination and/or communication processes. 	
R.1.42	Please describe your standard approach with a mental health case.	
R.1.43	Who develops or proposes a return to work plan, i.e. the treating physician, case manager or other?	
R.1.44	When performance issues were noted before a period of sick leave, could you confirm if the medical condition contributed to the performance issues?	
R.1.45	CMHC requires that return to work lead times are sufficient to ensure that a reintegration plan can be implemented by CMHC prior to the employee's return, and before the employee is notified by the AMS provider. Please describe your return to work process.	
	Transfer to LTD	
R.1.46	Describe your process to transfer STD claims to the LTD carrier for both administration and case management, including your communication strategy and work plan.	

Ref	Rated Requirements	Response
R.1.47	Describe how this process would differ if you are also the LTD carrier.	
	Intermittent absences / Absence Management	
R.1.48	Explain your approach to provide full case management services for intermittent absences / attendance management plan (outside the definition of STD) when regular attendance is a concern.	
	Communication	
R.1.49	Describe your process to communicate STD claim decisions to all parties involved, including how and when you communicate decisions to employees and to the employer (HR contact, supervisors)?	
R.1.50	Do you communicate with treating physicians? If so, please describe when and how.	
R.1.51	Would you be able to identify and report on trends in our claims? If so, please explain what areas could be identified and if solutions or best practices are also provided to us?	
R.1.52	<p>CMHC would be interested in developing or having access to online (e.g. video clip, webcast, e-brochure) educational or reference material for employees, supervisors, and managers on such topics as disability management, accommodation, or wellness.</p> <ul style="list-style-type: none"> Describe your experience developing and/or hosting such online material. Please provide an example of your work. 	
R.1.53	<ul style="list-style-type: none"> Describe what would be involved in accessing or in developing the online tools. 	
R.1.54	<ul style="list-style-type: none"> What are the hours of operation of the toll-free number that employees can call to reach a customer service representative? 	

Ref	Rated Requirements	Response
	Systems and reporting	
R.1.55	Briefly describe your information systems, including your case management software and reporting tools.	
R.1.56 R.1.57 R.1.58 R.1.59 R.1.60 R.1.61	Will CMHC have on-line access to a plan administrator site? <ul style="list-style-type: none"> • If so, please describe what would be available (i.e. claims data, claims status, reports, billing information) • If so, can reports be accessed? Describe the export capabilities, as well as the ability to customize reports. • If so, can billing information be accessed? Please provide screen shots and the export capabilities. • If so, is there both an English and French interface? • If so, describe other features of your system that would be useful to CMHC. 	
R.1.62 R.1.63 R.1.64 R.1.65 R.1.66 R.1.67 R.1.68 R.1.69 R.1.70 R.1.71 R.1.72	Is your system able to capture and provide reporting on the following indicators: (Please respond for each item separately): <ul style="list-style-type: none"> • Employee ID • Employee date of birth (Day, Month, Year) • Gender • Date of disability (Day, Month, Year) • First day of absence • Status (Active, Pending, Denied, Terminated, Returned to Work, Repeat Claimants, etc.) • Location/province code • Diagnosis (aggregate data only, with necessary confidentiality controls) • Date of return to work in modified or accommodated capacity • Date of return to regular job • Total days off on STD 	

Ref	Rated Requirements	Response
R.1.73 R.1.74 R.1.75 R.1.76 R.1.77 R.1.78 R.1.79 R.1.80	<ul style="list-style-type: none"> • Rehabilitation/modified work hours • Specialist/special services used • Date of adjudication decision • Date claim forms received • How often a medical questionnaire was sent to the doctor • Additional service indicators to be jointly agreed to • Costs • Others (please specify) 	
R.1.81 R.1.82	Please provide a list of all available reports (usage, claims, billing, performance, etc) and include copies and frequency of their production (i.e. monthly, quarterly, annual, real-time) <ul style="list-style-type: none"> • Method of access (i.e. Plan Administrator Site, e-mail) • Can the standardized reports be modified or alternatively customized reports developed to meet CMHC's requirements? If so, please describe: <ul style="list-style-type: none"> ○ what would be involved; ○ the costs involved (also include these costs in your Response to R.4 Pricing Requirements); and ○ any limitations that may restrict the production of these reports. 	
	Administration requirement	
R.1.83	Do you agree to handle/pay doctor bills for medical reports based on vendor quality standards and fees as a flow through charge to CMHC?	
R.1.84	For billing purposes, are you able to differentiate ergonomic assessments that are in support of employees actively at work versus those originating from STD or LTD claims?	
R.1.85	CMHC reserves the right to an independent annual audit by a third party selected by CMHC. Please confirm that any costs incurred by you will not be charged to CMHC.	

Ref	Rated Requirements	Response
R.1.86	Please confirm that you maintain medical records that meet all legislative record keeping requirements and ensure the security/confidentiality of employee personal and medical data.	
R.1.87	Please confirm that CMHC programs and results will not be used for any purpose, other than for the management of this account, without written consent from CMHC.	
	Service levels	
R.1.88	<p>Please confirm if you can meet or exceed the following service standard levels. If not, please elaborate.</p> <ul style="list-style-type: none"> • Contact with Employee: The Case Manager will attempt contact with employee and employer representative by telephone no later than the end of the 3rd business day following receipt of all case initiation forms to: <ul style="list-style-type: none"> ▪ Introduce the AMS provider’s role in the absence management process ▪ Obtain preliminary details re: medical condition, treatment, level of functionality, etc. ▪ Discuss return to work options and general process. 	
R.1.89	<ul style="list-style-type: none"> • Timeliness of Recommendations: Upon receipt of all case initiation forms, a written recommendation will be communicated to CMHC within 3 business days. <ul style="list-style-type: none"> ▪ A recommendation is one of support, non-support, non-participation, or additional information is required to confirm absence status. ▪ The recommendation will also advise of the expected duration of the absence and the next steps to be considered by CMHC to achieve case resolution. 	

Ref	Rated Requirements	Response
R.1.90	<ul style="list-style-type: none"> Case Management Intervention: the Case Manager will advise CMHC in writing of the case management plans, any changes in the plan as well as regular progress updates. Any changes in the expected return to work date or intervention plan will be provided within 3 business days of receipt of new information or immediately if a return is expected within the next few days. 	
R.1.91	<ul style="list-style-type: none"> Communication Timelines: Telephone and email enquiries will be acknowledge within 24 hours (1 business day) of the call/message. Either a full response will be provided within this time frame or an estimated date for a full response will be provided. 	
R.1.92	<ul style="list-style-type: none"> Timeliness of accessing specialized resources: Within 3 business days of the request, the specialist will advise the AMS service provider of the date of the scheduled appointment. 	
R.1.93	<ul style="list-style-type: none"> Timeliness of accessing specialized resources: Reports will be submitted within 15 business days of an assessment or an intervention. 	
R.1.94	<ul style="list-style-type: none"> Transition to LTD: On 100% of cases of an extended duration, the Case Manager will conduct a review of the case with the LTD Case Manager, at no later than 8 weeks prior to the LTD qualifying period. The purpose of the review is to determine the steps required to prepare the case and all stakeholders for the transition, including requesting any updated information regarding the employee's employment, medical condition and salary or benefit entitlement information. 	
R.1.95	Please provide your problem resolution methodology, including an organizational chart of your escalation hierarchy.	

Ref	Rated Requirements	Response
R.1.96	The Proponent must confirm they are willing to enter into a Performance Service Level Agreement to report on a quarterly basis the services provided to CMHC compared to the Proponent’s typical service level standards (i.e. quality control, customer satisfaction results). If the Proponent is unable to achieve the annual service level standards, a financial credit will be provided to CMHC. Please specify the information to be reported and measured related to the Services provided specifically to CMHC.	
Security / privacy / confidentiality		
R.1.97 R.1.98 R.1.99	Please confirm if you currently employ security systems and procedures, such as: <ul style="list-style-type: none"> • Firewall that filters the required protocols and supports the logging of all access attempts. • Web server support of SSL and the use of encryption keys that are modified every two years at a minimum. • Secure authentication technology (i.e. token technology or user ID and password / password life and complexity). 	
R.1.100 R.1.101 R.1.102	Please confirm if you currently employ a security policy that includes: <ul style="list-style-type: none"> • Regular auditing of all processes and reviews of all firewall rule sets. • Prohibited storage, use and access to any information for any purposes other than for the original intent. • Security screening (employees and contracts have been security screened to the level specified for their position or contract, or to the minimum required to access the system, whichever is greater). 	

Ref	Rated Requirements	Response
R.1.103 R.1.104 R.1.105	<ul style="list-style-type: none"> • Access control review (granting, modifying or revoking accesses). • Security incident reporting process. • Physical location/physical access control procedures (i.e. does the system reside in an area that meets the physical security requirements appropriate to its sensitivity level, is access to the site restricted to authorized personnel) 	
R.1.106 R.1.107 R.1.108 R.1.109 R.1.110 R.1.111	Indicate if there is redundancy in all systems supporting your production environment, including but not limited to: <ul style="list-style-type: none"> • Backup communication lines • Backup application • Backup database • Backup hardware • Backup power supply 	
R.1.112	Indicate if you have a Disaster Recovery Facility that is separate from the primary production site to provide full backup and timely resumption of processing for critical systems.	
	Other	
R.1.113	Proponent's contingency planning. Please demonstrate that a business resumption plan is in place, including describing what protocols and processes are in place to ensure against service interruptions.	
R.1.114	CMHC's contingency planning. <ul style="list-style-type: none"> • What would you do to assist CMHC manage an unexpected event that would impact the health and wellbeing of a larger than normal number of its employees. 	

Ref	Rated Requirements	Response
R.1.115	<ul style="list-style-type: none"> Please identify the threshold (i.e. # claims) that would impact your capacity to respond within the agreed to service level standard. 	
R.1.116	Provide information on any other services that can be offered to CMHC which would be of assistance or valuable to the Corporation. These services should include, but not limited to, innovative strategies in early intervention such as wellness and mental health strategies, proactive disability management initiatives and healthy return to work strategies, enhanced STD communication processes/strategies that respect the values and culture at CMHC or any other services that are normally linked to the provision of disability management services.	
	Implementation Plan	
R.1.117	Project Deadline. Will you be able to implement full services and operate at launch date on 01 October 2019?	
R.1.118	Work Schedule. The Proponent shall provide a proposed project plan for the implementation phase, and describe the method used to ensure compliance with the work schedule and lines of authority.	
	Working Relationship with CMHC. The Proponent shall describe and explain:	
R.1.119	<ul style="list-style-type: none"> how many different contacts will be directly involved with CMHC staff and which contacts will continue on the file after implementation. 	
R.1.120	<ul style="list-style-type: none"> how issues and problems that may arise will be resolved. 	
R.1.121	<ul style="list-style-type: none"> if case management staff will be available for meetings at the client's location and/or telephone conferences as part of the implementation process. 	

Ref	Rated Requirements	Response
R.1.122	Quality Control. The Proponent shall describe its approach to quality control including: <ul style="list-style-type: none"> • details of the methods used in ensuring the quality of the work. 	
R.1.123	<ul style="list-style-type: none"> • response mechanisms in the case of errors, omissions, delays, etc. 	
R.1.124	Status Reporting to CMHC. The Proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.	
R.1.125	Launch. Please describe your proposed communication strategy for CMHC (i.e. documented procedures/guidelines, resource materials such as brochures).	

R.2	Proponent Qualifications	10 %
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The Proponent’s proposal must include information about the Proponent’s qualifications as follows:

- (a) A description of the Proponent’s organization, its history, legal status, number of full-time employees and areas of specialization.
- (b) Résumés for all personnel who would be assigned to the project, including subcontractors, if any.
- (c) Information about office location(s) answering the following questions: If awarded this Agreement, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?
- (d) The Proponent will provide a list of three (3) contracts of a similar size and scope, which the Proponent currently holds or has held over the past 24 months. For each contract, provide the following information:
 - Company name and address;
 - Client since (year);
 - Contact person name, phone number and e-mail address

Note that by providing this information, the Proponent provides consent to CMHC to contact the contact persons for the purpose of collecting information relating to the quality of work provided by the Proponent.

R.3	Project examples	20 %
	<p>Case Studies</p> <p>Briefly describe how your team will work with CMHC and how you will ensure that all issues are dealt with promptly to ensure a satisfactory solution is obtained for all parties for each situation below. A detailed outline of the actions that you would take needs to be provided, including any communication attempts.</p>	
R.3.1	<p>The Employee, Employer and Physician forms are received. A medical condition is noted, however treatment is not frequent and level of functionality does not support inability to work.</p> <ul style="list-style-type: none"> Describe your actions, decision review process and method(s) of communication with the employee and employer, including timelines. 	
	<p>Appeal information is received and still doesn't support a period of absence under CMHC's STD program.</p> <ul style="list-style-type: none"> Please describe your actions and process to come to that final decision. How is the decision communicated to the employee and the employer? 	
	<p>The employee is very upset with the decision and writes to CMHC's President. CMHC reaches out to the Absence Management team to discuss this matter as soon as possible.</p> <ul style="list-style-type: none"> Who participates in this discussion at your end? What actions are taken on your end (if any)? 	

<p>R.3.2</p>	<p>The Employee, Employer and Attending Physician forms are received and completed for an absence of 1 month. There is a clear diagnosis but there is also mention of workplace issues being a contributing factor to the absence.</p> <p>Situation A: The employer advises you that the absence started the day after a performance meeting where the employee was told that he did not meet the performance expectations, and will therefore receive a lower performance bonus than expected.</p> <ul style="list-style-type: none"> • Please describe your actions, next steps and methods of communication including timelines. 	
	<p>Situation B: The employer advises you there is a conflict in the workplace between the employee and his supervisor. The employee feels they are being micro-managed and not valued.</p> <ul style="list-style-type: none"> • Please describe your actions, next steps and methods of communication including timelines. 	
<p>R.3.3</p>	<p>The Attending Physician forms and call with the employee confirm total disability with no expected return to work at this time. The absence is supported until the end of the STD period.</p> <ul style="list-style-type: none"> • Based on the employee's years of service, their level of STD benefits is reduced after 5 weeks of absence to 70% of their salary. <p>This is causing financial hardship for the employee and they speak with their physician and now provide you with an updated medical note confirming they are fit to return to work.</p> <ul style="list-style-type: none"> • Please describe your actions and next steps. • What is communicated to the employee and employer? 	

R.3.4	<p>The employee was suffering from a mental health condition but is now medically fit to commence a gradual return over a 4 week period; no medical restrictions have been identified: Week 1 = 3 half days Week 2 = 5 half days Week 3 = 3 half days and 2 full days Week 4 = 2 half days and 3 full days Week 5 = full time</p> <p>Since CMHC works in a Results Only Work Environment (ROWE), this employee is mostly working remotely and although respecting the total number of hours per week, has the flexibility of performing their hours at various times during the day or week.</p> <ul style="list-style-type: none"> • During week 3, the manager notices the employee is not delivering work results, it takes longer for them to respond to client inquiries and are asking a lot of basic job related questions to colleagues. • The manager asks the employee how they are doing and the employee indicates they are having a hard time focusing and multi-tasking. • These concerns are brought to the case manager's attention because the employee is not increasing their duties as expected. • Please describe your actions and next steps. • What other medical services do you involve, if any? 	
Project Management Approach		
R.3.5	<p>The Proponent will describe its project management approach and the project management organizational structure, including reporting levels and lines of authority.</p>	

R.5	Presentation/Interviews of proposed resource(s)	20 %
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Scores for R1.0, R2.0, R3.0 and R4.0 will be tabulated and up to a maximum of three (3) Proponents who scored the highest will be shortlisted to the presentation stage R5.0.

These shortlisted Proponents will be invited to make a presentation and introduce the proposed resource(s) to CMHC (the “Presentation”) in person on-site CMHC. The purpose of the Presentation is to allow the Proponents to address the major elements of their proposal, to allow a committee of CMHC employees (the “Evaluation Team”) to obtain any required clarification based on a set of pre-defined questions and to allow members of the Evaluation Team to interact directly with the proposed resource(s). The Presentations will be held at premises of CMHC’s Office in Orleans, Ontario. The Presentation has an assigned weighting of 20% and will be evaluated and scored as per the following:

1.0	Presentation of Proponent’s approach to the execution of the scope of work	5%
2.0	Responses of proposed resource(s) to pre-defined questions (30 min)	10%
3.0	Open dialogue on the execution of this project (30 min)	5%

Each Rated Criteria has been given a pre-determined weight as per the percentage value set out in the above table and will be rated from 0-10, ten being the highest mark. The Presentation will then be evaluated based on the weightings multiplied by the rated percentage.

APPENDIX D - PRICING REQUIREMENTS

Attached are the pricing requirements.

APPENDIX D – PRICING REQUIREMENTS

1. Instructions on how to complete pricing form

- a. Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST or PST/GST, which should be itemized separately.
- b. Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all costs for translation of all materials, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- c. Travel expenses are considered separate expenses and will be reimbursed in accordance with CMHC's Travel Policy outlined in the Section 6 Draft Agreement.

2. Evaluation of pricing

- Pricing is worth 25% of the total score.
- The Pricing Forms outlined below will be used for evaluation of the pricing.
- Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Forms. Each Proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:
- $\text{Lowest Total Price} \div \text{Proponent's Total Price} \times \text{weighting} = \text{Proponent's pricing points}$

R.4	Pricing Requirements	25 %
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R.4.1 STD Adjudication and Case Management Fees

Ref	Services	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
A	List the typical adjudication costs.	Per claim				
B	List the typical full case management costs. Please ensure that you identify professional medical consultation costs, and identify if they are internally (on staff) or externally sourced.	Per claim				
C	List the typical clinical case management costs.	Per claim				
D	List the typical costs related to adjudication and case management services for chronic/intermittent absences (outside the definition of STD).	Per claim				
E	List the typical fees related to rehabilitation services.	Per case				
F	List the typical costs involved to transition a case from STD to LTD	Per case				
G	Identify the typical Ergonomic Assessment costs.	Per assessment				
H	List the typical costs involved to respond to a request for a Medical Pension.	Per case				

Ref	Services	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
I	List the typical fees involved to produce the quarterly/annual reports.	Quarterly Results				
		Annual Results				
J	List the typical fees to provide advice/recommendations to CMHC regarding employee requests for medical accommodation in the workplace, where the employee is still working.	Per case				
K	Identify any other type of adjudication and/or case management costs that may arise.	Per case				
L	List the typical costs involved in the appeal process.	Per appeal				
M	Identify the costs of the services to address non-medical barriers to return to work.	Per exam				
N	Identify the costs related to the management of declined / terminated cases					
Total Annual Cost						

R.4.2 Estimated Flow Through Costs

The Proponent will include their estimate of medical report costs.

Ref	Service or Expenses	Fee Basis Unit	Cost Per Unit	Estimated Number of Units	Annual Cost (Excluding GST)	Notes
A	Please specify					
B	Please specify					
C	Please specify					
D	Please specify					
Total Annual Cost						

R.4.3 Other Costs or Expenses

The Proponent will identify and describe all implementation costs (by units where applicable), including any assumptions used.

Ref	Services	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
A	List the costs that would be to ensure that all communication or documentation sent to employees is available in both English and French.					
B	If you will be working with subcontractors, please identify if there are any additional costs involved in services delivered them.					
C	Please identify any costs that would apply when assessing workplace issues.					

Ref	Services	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
D	If you are able to expedite health care access and diagnostic services (e.g. MRI), please identify any costs that would apply.					
E	List the typical costs for services related to the appeal process.					
F	If you are able to develop and/or host online educational or reference material for employees/supervisors, please identify if there are costs involved.					
G	If there is a plan administration site that enables CMHC to access data, bills and reports online please identify any additional costs for this service.					
H	Please identify any costs related to providing standard and customized reports (usage, claims, billing, performance, etc).					
I	Identify the costs to customize reports to meet CMHC's requirements.					
J	Please identify if the cost of the medical reports, related to ergonomic assessments for employees actively at work versus on medical leave, will strictly flow through costs or if there will be additional handling fees. If so, please identify these fees.					

Ref	Services	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
K	Please list any costs or fees that might be involved if the threshold (i.e. # claims) that would impact your capacity to respond within the agreed to service level standard has been reached.					
Total of Other Annual Costs and Expenses						

R.4.4 Implementation Services for Each Service Option (One-Time Costs)

Further to your Response to the Statement of Work in *Section 3*, please identify and describe all implementation costs (by units where applicable), including any assumptions used.

Ref	Services or Expenses	Fee Basis Unit	Cost per Unit	Estimated Number of Units	Annual Cost (Excluding Taxes)	Additional Details/Notes
A	Typically, what would be the costs to develop on-line material (e.g. video clip, webcast, e-brochure) to provide employees, supervisors, managers with educational or reference material on such topics as disability management, accommodation, wellness.					
B	Please identify any additional costs that might be involved in the event of a transfer to another service provider.					
C	Other, please specify					
D	Other, please specify					
E	Other, please specify					
F	Other, please specify					
G	Other, please specify					

The following appendices will be provided following receipt of the signed Confidentiality and Non-disclosure Agreement from the Proponent as per Section 1.2.1 of the RFP.

APPENDIX E	SHORT TERM DISABILITY
APPENDIX F	WORK LIFE INTEGRATION POLICY
APPENDIX G	WORK LIFE INTEGRATION ADMINISTRATION GUIDE
APPENDIX H	ATTENDANCE MANAGEMENT GUIDE FOR SUPERVISORS
APPENDIX I	RESULTS-ONLY WORK ENVIRONMENT (ROWE) AND THE FUTURE OF WORK CULTURE
APPENDIX J	EMPLOYEE BY LOCATION
APPENDIX K	CMHC STATISTICAL INFORMATION